Supreme Court, U. S.
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APPENDIX

In the

Supreme Court of the United States

October Term, 1977

No. 76-1650

ALBERT OHRALIK,
Appellant,

v.

OHIO STATE BAR ASSOCIATION,
Appellee.

ON APPEAL FROM
THE SUPREME COURT OF OHIO

DOCKETED MAY 24, 1977
PROBABLE JURISDICTION NOTED
OCTOBER 3, 1977

In the

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ALBERT OHRALIK,
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THE SUPREME COURT OF OHIO
January Term, 1977

Case No. DD76 [illegible]

Ohio State Bar Association,
Relator,

v.

Albert Ohralik,
Respondent.

Certified by the Board of Commissioners on Grievances and Discipline

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RELEVANT DOCKET ENTRIES

May 19, 1976	Transcript of Proceedings before Board of Commrs. together with exhibits filed.
May 19, 1976	Findings of Fact and Recommendation of the Board of Commrs. filed. [*Note:* These findings and recommendation are reproduced in the appendix to the jurisdictional statement herein, pp. 11a-15a].
May 19, 1976	Show cause order issued as required by Rule XVIII.
May 19, 1976	Order to Show Cause.
May 26, 1976	Motion to dismiss and Certificate of Service filed.

Sept. 17, 1976	Motion to dismiss overruled.
Oct. 7, 1976	Motion to delay ruling and Certificate of Service filed.
Dec. 15, 1976	Indefinite Suspension, J. 54-328 [*Note:* This order of indefinite suspension is reproduced in the appendix to the jurisdictional statement herein, pp. 5a-6a].
Dec. 15, 1976	Certified copy of opinion issued. [*Note:* A copy of the opinion of the Supreme Court of Ohio is reproduced in the appendix to the jurisdictional statement herein, pp. 1a-4a].
Dec. 23, 1976	Motion for stay of execution and Certificate of Service filed.
Jan. 3, 1977	1 Motion for rehearing and Certificate of Service filed.
Jan. 3, 1977	1 Motion for rehearing and Certificate of Service filed.
Jan. 4, 1977	Notice of Appeal to United States Supreme Court filed.
Feb. 7, 1977	Additional copies of Motion for leave to file and Motion for rehearing and Certificate of Service filed.
Feb. 24, 1977	Rehearing denied. J. 54-426 [*Note:* This order denying rehearing is reproduced in the appendix to the jurisdictional statement herein, p. 7a].
March 21, 1977	Supplemental Notice of Appeal to United States Supreme Court filed. [*Note:* This notice of appeal is reproduced in the appendix to the jurisdictional statement herein, pp. 8a-10a].
Oct. 11, 1977	Letter from United States Supreme Court requesting transcript.
Oct. 12, 1977	Certified copy of order from United States Supreme Court filed –probable jurisdiction.

BEFORE THE BOARD OF COMMISSIONERS
ON GRIEVANCES AND DISCIPLINE OF
THE SUPREME COURT OF OHIO

In re: Complaint against Albert Ohralik Respondent	No. 229 COMPLAINT AND CERTIFICATE
Ohio State Bar Association Relator	(Rule V of the Supreme Court Rules for the Government of the Bar of Ohio.)

[Filed Sept. 12, 1975]

Now comes the Relator and alleges that Albert Ohralik, an attorney at Law, duly admitted to the practice of law in this State of Ohio is guilty of the following misconduct:

On or about February 13, 1974, Respondent learned that Carol McClintock and Wanda Lou Holbert of Chardon, Ohio, had been injured in an automobile accident. He then contacted Albert and Helen McClintock, the parents of Carol McClintock. Upon being informed that Carol McClintock was in the hospital, Respondent went

to see her and advised her as to her legal rights. She thereupon employed Respondent to represent her as to her claims arising out of the accident.

On or about February 13, 1974, Respondent also went to the home of Wanda Lou Holbert and interviewed her regarding the accident. During such interview, Respondent advised Wanda Lou Holbert that she had a good claim for recovery for her injuries as a result of the accident and offered his services as an attorney to represent her. She thereupon employed Respondent.

Relator says that Respondent has violated DR 2-103 (A) and DR 2-104 (A) of the Code of Professional Responsibility.

/s/ John R. Welch, Esq.
33 West 11th Avenue
Columbus, Ohio 43201
614-421-2121

/s/ Edward N. Heiser, Esq.
912 Centran Building
Akron, Ohio 44308
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/s/ James S. Patrick, Esq.
P. O. Box 191
New Philadelphia, Ohio 44663
614-421-2121
216-343-6683

Counsel for Relator

THE SUPREME COURT OF OHIO
BEFORE THE BOARD OF COMMISSIONERS
ON GRIEVANCES AND DISCIPLINE

In re: NO. 229
Complaint against

ALBERT OHRALIK
Respondent

-vs-

ANSWER OF RESPONDENT

OHIO STATE BAR ASSOCIATION
Relator

[Filed Oct. 9, 1975]

Respondent for his Answer to the Complaint herein denies that he violated DR 2-103 (A) and DR 2-104 (A) of the Code of Professional Responsibility.

Respondent furthering answer denies that he violated any of the sections of the Code of Professional Responsibility.

Further answering, respondent states that DR 2-103 (A) and DR 2 -104 (A) of the Code of Professional Responsibility are unconstitutional since they deprive respondent of the rights of free speech as guaranteed to respondent by the First Amendment of the Constitution of the United States and made applicable to the states by the Fourteenth Amendment of the federal constitution; that DR 2-103(A) and DR 2-104 (A) deprive respondent to his right of freedom of speech as guaranteed to him by Article I, Section 11 of the Constitution of the State of Ohio.

/s/ Albert Ohralik
ALBERT OHRALIK
Respondent

/s/ Walter S. Haffner
WALTER S. HAFFNER
Attorney for Respondent
1008 Standard Building
Cleveland, Ohio 44113
(216) 241-6443

THE SUPREME COURT OF OHIO
BEFORE THE BOARD OF COMMISSIONERS
ON GRIEVANCES AND DISCIPLINE

In re: NO. 229
Complaint against

ALBERT OHRALIK
Respondent

-vs-

MOTION TO DISMISS

OHIO STATE BAR ASSOCIATION
Relator

Respondent moves the panel of Commissioners of the Board on Grievances and Discipline to dismiss the Complaint because it fails to state a claim against respondent upon which relief can be granted for the following reasons:

1. DR 2-103 (A) and DR 2-104 (A) of the Code of Professional Responsibility are unconstitutional since they deprive respondent of the rights of free speech as guaranteed to respondent by the First Amendment of the Constitution of the United States and made applicable to the states by the Fourteenth Amendment of the federal constitution.

2. DR 2-103 (A) and DR 2-104 (A) of the Code of Professional Responsibility deprive respondent to his right of freedom of speech as guaranteed to him by Article I, Section 11 of the Constitution of the State of Ohio.

/s/ Walter S. Haffner
WALTER S. HAFFNER
Attorney for Respondent
1008 Standard Building

[Filed: Nov. 17, 1975]

EXCERPT FROM BRIEF IN
SUPPORT OF MOTION TO DISMISS

Respondent, Albert Ohralik, is charged with violating DR 2-103 (A) and DR 2-104 (A) of the Coef of Professional Responsibility. To those charges, respondent has filed a general denial and an affirmative defense. The affirmative defense is that his conduct was and is protected by the First Amendment to the United States Constitution and made applicable to the states by the Fourteenth Amendment. Also respondent relies upon the Constitution of the State of Ohio, Article I, Section 11.

DR 2-103 (A) and DR 2-104 (A) have been amended since the filing of the complaint herein. DR 2-103 (A) and DR 2-104 (A) can best be summarized as the non-solicitation sections of the Code of Professional Responsibility.

* * * * *
* * * * *

BEFORE THE BOARD OF COMMISSIONERS
on
GRIEVANCES AND DISCIPLINE
of
THE SUPREME COURT OF OHIO

IN RE:	)	
	)	
COMPLAINT AGAINST ALBERT OHRALIK,	)	
Respondent	)	CASE NO.
	)	229
OHIO STATE BAR ASSOCIATION	)	
Relator	)	

Transcript of proceedings taken before the Panel of The Board of Commissioners on Grievances and Discipline of the Supreme Court of Ohio, consisting of Messrs. Eugene Green, Chairman; Charles B. Zimmerman and Norton R. Webster, Members, on Monday, November 24, 1975, commencing at 9:30 A.M., Room 220, Mott Building, Cleveland, Ohio.

* * * * *

WANDA LOU HOLBERT

a witness called on behalf of the Relator, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By Mr. Bell:

Q. Would you state your name, please?

A. Wanda Holbert.

* * * * *

Q. And your address? A. 9397 Madison Road, Chardon, Ohio 44024.

Q. How old are you, Wanda? A. Twenty.

Q. Twenty? A. Yes.

Q. Now, you were involved in an automobile accident on February 2, 1974; is that correct? A. Yes, it is.

Q. Now, as the result of that accident, you were placed in a hospital and then you were later released, and do you remember what date you went home from the hospital? A. February 13.

Q. Of 1974? A. Yes.

Q. Now, prior to the time that you went home had you had any contacts that you can recall with Mr. Albert Ohralik? A. (No response.)

Q. Had you met him before? A. Do you mean in the hospital or–

Q. Well, any place? A. Yes.

Q. What were those contacts? A. I used to walk down to the Post Office in the evening, and him and his brothers would come in and just say hello.

Q. They would say hello? A. Yes.

Q. Did you know him by name? A. No, I didn't.

Q. Did you know he was a lawyer?

A. No, I didn't

Q. Now, were you contacted by Mr. Ohralik on February 13, 1974? A. Yes, I was.

Q. Would you tell the Panel exactly what happened as far as that contact was concerned? A. Yes.

CHAIRMAN GREEN: Excuse me. What date is this now?

MR. BELL: February 13, 1974.

CHAIRMAN GREEN: Go ahead.

A. I was at home and Mr. Ohralik came to my house,

and my brother answered the door.

MR. HAFFNER: I'm sorry. I can't hear her.

THE WITNESS: And Mr. Ohralik came to my house and my brother answered the door, and he came in and told me who he was.

MR. HAFFNER: He was what?

THE WITNESS: He told me who he was, and he asked me if he could represent me as my attorney.

By Mr. Bell:

Q. Now, did you then admit him to your house? A. Yes, I did.

Q. When you went in your house, where did you sit? A. At the dining room table.

Q. Who was there at the table? A. Mr. Ohralik, myself, and my younger sister.

Q. Who? A. My younger sister.

Q. How old is she? A. She's – she will be eighteen this month.

Q. Now, did you discuss your injuries with Mr. Ohralik? A. Yes, I did.

Q. Had you planned to employ him as your attorney? A. No, I hadn't.

* * * * *

13 Q. Were you questioned by Mr. Ohralik regarding the facts of the accident, how it happened, this type of thing? A. Yes.

Q. What did you tell him? A. I told him all that I could remember that had happened.

Q. Would you tell the Panel what you told him at the time? A. You mean about the accident?

Q. Yes.

CHAIRMAN GREEN: Could she speak up, please?

A. I told him that the last thing I can remember was turning onto 44.

MR. HAFFNER: I'm sorry I can't hear her.

THE WITNESS: That the last thing I remember is turning onto Route 44 about the accident.

14 By Mr. Bell:

Q. Then you told him you did not see the other car; is that right? A. Yes.

Q. And you didn't remember anything about the accident; is that correct? A. No, I didn't.

Q. That's what you told him, that you did not remember anything about the accident? A. Yes, that's what I told him.

Q. Then did you have a discussion with him regarding your legal rights as a result of the accident?

* * * * *

A. Yes. Could you repeat it, please?

Q. Would you just simply tell the Panel the additional conversation you had with Mr. Ohralik regarding your medical payment and things like this? A. He told me that – he talked to me and told me all about how I could go about suing the insurance company on an uninsured motorist vehicle, and about my rights and his percentage, and that if I didn't win the case, it wouldn't cost me anything.

Q. Did he tell you what it would cost if he did win the case? A. Yes, he did.

15 Q. What did he tell you? Do you remember how much? A. That he would get?

Q. That he would get if he did win the case?

A. 33 and 1/3%.

Q. At that time did you employ him as your attorney? A. No, I did not.

Q. What was your conversation regarding that?

A. I told him that I would like to discuss it with my mother and my fiance and I would like to talk to him the next day.

Q. Did you talk to him the next day? A. No, I didn't.

Q. When was the next time you talked to him?
A. I think I wrote him a letter.

Q. You wrote him a letter? A. Yes.

Q. What did you say in that letter? A. I told him that I did not wish to sue anyone, and I did not want him representing me as my attorney.

CHAIRMAN GREEN: What was the date of that letter?

Q. Do you remember when you wrote that letter?
A. No, I don't.

CHAIRMAN GREEN: Is it in evidence?

MR. BELL: Yes, it is already in evidence.

16 MR. ZIMMERMAN: Yes, it is in here and it is dated.

By Mr. Bell:

Q. As the result of the letter you wrote to Mr. Ohralik, did you hear anything back? A. Not for some time.

Q. Not for some time? A. Yes.

Q. Did you ever get a response from him?
A. Yes, he sent me a card and forms.

He wanted my signature releasing my hospitalization forms and a release slip like for the doctor, and he wanted my signature on a slip saying that he was my attorney.

Q. Did you sign that slip that said that he was your attorney? A. No, I didn't.

* * * * *

20 CROSS EXAMINATION

By Mr. Haffner:

Q. Miss Holbert, you and Mr. Ohralik met, you say, February 13, '74, in your parent's home? A. No, my mother was not home.

Q. I said at your parent's home? A. Yeah, yes.

Q. And the only people present at that conversation

you had with Mr. Ohralik at that time and date was Mr. Ohralik and you and your younger sister? A. Sitting at the dining room table. And my boyfriend was sitting on the steps.

Q. He wasn't in the dining room? A. No.

Q. He was sitting somewhere else? A. Yes.

Q. He wasn't part of this conversation? A. No, he wasn't.

Q. He couldn't overhear the conversation?
A. Yes, he could.

Q. Now, are you aware that Mr. Ohralik made a tape recording of that conversation? A. I didn't know he was doing it at the time.

Q. But you are aware that he made one?
A. Yes, I am.

21 Q. You admit that the facts were taken down by Mr. Ohralik on a tape recording? A. Yes.

Q. Would you say that you were more knowledgeable of the facts when that tape was made than you are now? You knew more about the facts of that matter on February 13, 1974, than you do today? A. Yes.

Q. Didn't Mr. Ohralik on that particular day, February 13, come to question you about the facts of an accident involving a Miss McClintock and you and a third party?
A. Yes.

Q. That was the first thing that he asked you, wasn't it? A. He introduced himself.

Q. Well, that's the first thing he asked you after he introduced himself to you, was that he came as the attorney for your friend Carol McClintock? A. He told me that he was representing her and that he would also like to know if I would like to have him represent me—

Q. Now, wait. Answer my question, please.

* * * * *

22 A. He came and said that he was representing my friend, Miss McClintock, and he would also like to know if he could come in and talk to me about representing me.

Q. Didn't he first ask you whether you knew anything about the facts of the matter? A. What do you mean? I don't understand.

Q. Do you understand English? A. Yes, I do.

Q. Did he ask you about the facts of the accident first? A. He asked me what I remembered.

Q. First, right? A. Do you mean after he told me who he was and what he was there for?

Q. Right. A. Yes.

Q. He didn't say anything about he wanted to represent you at that time, did he? A. When he introduced himself?

23 Q. I said at that time. A. Yes, he did.

* * * * *

Q. Let's go back. Mr. Ohralik came and introduced himself as Carol McClintock's attorney; is that right?

A. Yes, he told me he was representing her.

Q. Yes or no? A. Yes.

* * * * *

25 Q. All right. Let's start from the beginning.

Mr. Ohralik came to your parent's home, introduced himself as the attorney for Carol McClintock, right?

A. Yes.

Q. And you let him in the house? A. Yes.

Q. And you went into the dining room? A. Yes.

Q. He went into the dining room? A. Yes.

Q. You seated yourself at the dining room table?

A. Yes.

Q. He had a tape recorder with him? A. I didn't see the tape recorder.

Q. Did he place the tape recorder on the dining room table? A. I didn't even know he had a tape recorder.

Q. Now, when he introduced himself, he said he was Carol McClintock's attorney, right? A. Yes.

Q. And he came there to discuss questions about facts regarding Carol McClintock's accident of February 2nd of '74; isn't that right? He came to ask you about facts regarding Carol McClintock's accident? A. Yes, but can I say something?

26 CHAIRMAN GREEN: Yes.

THE WITNESS: He also came and he asked me if he could represent me as my attorney.

MR. HAFFNER: I object to that part. That is not responsive to my question.

CHAIRMAN GREEN: The answer will stand and the objection is overruled.

Q. Now, the first question he asked you, he told you that he was coming there as Carol McClintock's attorney? A. The first question he asked me?

Q. I mean the first statement he made to you was that he came there as Carol McClintock's attorney?

A. Yes.

Q. He also said he wanted to ask you questions about the accident Carol McClintock was involved in, right?

A. Yes.

Q. You had a conversation with Mr. Ohralik at the dining room table? A. Yes.

Q. You told him that you knew very little about the accident that Carol McClintock had been involved in?

A. Yes.

Q. During that conversation you explained that you knew very little about the Carol McClintock accident, he explained the basis of his representation of Carol McClin-

tock to you; right? A. Could you explain that? What
27 do you mean?

Q. After he listened to your telling him the facts of Carol McClintock's accident, and you explained you did not know anything about it until after, then he explained to you his relationship to Carol McClintock on the basis of the case, right? A. Yes.

Q. After explaining to you the case, he also told you that Carol McClintock had liability insurance which had a coverage for uninsured motorists? A. Yes.

Q. After he explained that to you, he said he could also represent you? A. Yes, he did.

Q. Is it at that time that he made the approach that he could also represent you, right? A. Yes, but he also—

Q. I mean at that time? A. Yes.

Q. Isn't that right? At no time previous to that time did Mr. Ohralik say that he could represent you; is that right? A. No, it's not.

Q. You would say that the conversation took place that's recorded on tape is a better record of your memory
28 than it is today. I have asked you that once before.

* * * * *

Q. Showing you what's been marked Relator's Exhibit 1L, I ask you is this your signature? A. Yes, it is.

Q. Do you recognize it? A. Yes, I do.

Q. Is that a letter you sent Mr. Ohralik?

A. Yes, it is.

Q. On March 14, 1974? A. I don't remember
29 the exact date.

Q. The letter is dated March 14th? A. Yes.

Q. There is a postal mark here. Is this your handwriting? A. Yes, it is.

That's on the envelope?

MR. BELL: Yes.

Q. And a postal stamp on that is March 14, 1974?

A. Yes.

Q. In other words, on March 14, 1974 you wrote Mr. Ohralik a letter dismissing him as your attorney?

A. (No response.)

Q. Yes or no? A. Yes, I did, but could I say something?

* * * * *

Q. Your letter states, "You are not my attorney, that is, if you have told anyone," is that right? A. Yes.

30 Q. Now, February 28, Mr. Ohralik sent you a contract for you to enter into regarding this matter?

A. Yes, he sent me the forms but I don't remember the exact date.

Q. Did you ever return those forms to Mr. Ohralik?

A. No, I did not.

Q. You were eighteen on February 13, 1974; right? You were eighteen years old or more? A. Yes.

Q. While you were talking to Mr. Ohralik on February 13th in your parents home, was the T.V. going?

A. Yes, it was.

Q. Fairly loud? A. I don't remember exactly how loud it was.

Q. Was anybody looking at the T.V.? A. Yes, they were.

Q. Who? A. My younger brother.

Q. Was there anyone else with him looking at the T.V.? A. I don't remember.

THE WITNESS: Could I say something to him?

CHAIRMAN GREEN: No.

Q. When did you first see Mr. Gene Henry, Attorney, in regards to this matter?

31 A. Do you mean the date?

Q. Yes. A. I really don't remember the exact date.

Q. Did you see him before you wrote this letter to Mr. Ohralik on March 14, 1974? A. Is that the letter stating about–

Q. This letter (indicating.) A. No, I wrote the letter before.

Q. I'm sorry I didn't hear you. You wrote this letter before you say Mr. Henry? A. Yes.

Q. Did you see Mr. Henry during the month of March of '74? A. I don't remember.

Q. Did you see him during the month of April, 1974? A. I don't remember. I don't remember what month it was.

Q. You don't remember? A. No, I don't

Q. You couldn't say if I asked you if it was May? Would that refresh your memory?

MR. HEISER: Objection. She has already said she doesn't remember.

CHAIRMAN GREEN: She may answer that question if she can.

THE WITNESS: No.

32 By Mr. Haffner:

Q. You say Mr. Henry. Was that the first time regarding this matter that you had seen Mr. Henry?
A. Yes, it was.

Q. Were you acquainted with Mr. Henry before that?
A. I had heard his name before, but I had never met him before.

Q. In what respect did you see Mr. Henry regarding this matter? A. I went up to see if there was anything I could do to have Mr. Ohralik release it so that the insurance company would pay my medical.

Q. You saw him just as an attorney? A. Yes.

Q. Did you enter into any agreement with Mr. Henry regarding this matter? A. What do you mean?

Q. I said did you enter into an agreement with Mr. Henry regarding this matter? A. No.

Q. Any oral agreement or written agreement?
A. I filed a complaint.

Q. When you went to see Mr. Henry, you didn't go to file a complaint, did you? A. No.

33 Q. You went there to see him as an attorney?
A. Yes.

Q. To help you in this matter? A. Yes.

* * * * *

36 Q. Miss Holbert, I am reading now what has been identified as Relator's Exhibit 2, which is a transcript of the tape that has been offered into evidence by these gentlemen here as Relator's Exhibit No. 5.

The first thing according to this transcript is, "We . . . ah they asked me to go and talk with Carol. They said that this drunk didn't have any insurance. No. Well, it's not that bad, see. . . Of course, they've hired me as their lawyer. I'm Carol's lawyer not."

Is that your recollection of the first words of Mr. Ohralik? A. No.

Q. This transcript is incorrect then? A. What do you mean?

Q. I said is this correct or incorrect? A. It's incorrect.

Q. Incorrect? A. Yes, it is.

* * * * *

44 REDIRECT EXAMINATION

By Mr. Bell:

Q. The tape recording that you are reading there, Wanda, the transcript that you have in your hand, I would like you to look at the very beginning of it.

Is that the first conversation that you had with Mr. Ohralik? A. No.

Q. Would you tell the panel if you remember, approximately what time he first arrived at your home until this conversation as recorded started? Do you have any idea? A. Could you explain that? Could you repeat that?

Q. From the time he knocked on your door, do you know what interval there was until this conversation that's typed there, right at the beginning was started between the two of you?

MR. HAFFNER: I object. She doesn't know anything about a tape recorder.

CHAIRMAN GREEN: She may answer.

A. Yes, he talked to me at the door and stepped inside the door and talked to me a few minutes before we sat down.

* * * * *

45 Q. What length of time was there when he first knocked on the door and the conversation that is typed on that Exhibit started? A. About ten minutes, I think.

Q. About ten minutes? A. Yes.

Q. Now, did you testify earlier that you did not know that there was a tape recording being made?

A. Yes, I did.

Q. That's correct? A. Yes.

Q. Do you know how a tape recording could have been made? A. Yes.

Q. How? A. He could have had the tape recorder hidden.

Q. He could have had it hidden? A. Yes.

Q. When did you learn that there was a tape recording of your conversation? A. When Mr. Hegele came to talk to me.

Q. Now, would you again state for the panel, you mentioned there was a five to ten minute interval between

46 when the tape recording started and the knock on the door? A. Yes.

Q. Would you briefly tell the panel what occurred during that period? A. Mr. Ohralik stepped inside the house and told me who he was and that he was representing Miss McClintock as her attorney, and that he had talked to her about the accident and that he would also like to talk to me about it and represent me as my attorney.

Q. Then you brought him in the house and you sat down at the table? A. Yes.

Q. Was there any other conversation that you remember that is not on that transcript? A. No.

Q. Excuse me? A. On this?

Q. Before that, from the time he knocked on the door until this started, do you remember any other conversations? A. He asked me how I was feeling and—

Q. When would be the first time that you know of that anyone involved in this entire thing informed Mr. Ohralik that his services were not wanted by you?

A. The next morning.

47 Q. The next morning? A. Yes.

Q. That would be February 14th? A. Yes.

Q. Do you know how that was communicated to Mr. Ohralik? A. Over the phone.

Q. By whom? A. My mother.

* * * * *

CROSS EXAMINATION

By Mr. Haffner:

Q. You just testified you never saw that tape recorder; isn't that right? A. Yes.

Q. You don't know, do you, when that tape recorder was put on to tape the conversation? A. No.

48 Q. So you don't know whether that tape recorder was on when Mr. Ohralik came to your door on February 13th?

* * * * *

A. I can tell that it wasn't it, this is the beginning of the tape, because we had a conversation before this.

Q. You don't know whether it was on then before that? A. No, I don't.

Q. During the entire conversation then with Mr. Ohralik, you never saw a tape recorder? A. No, I didn't.

Q. And you don't know when Mr. Ohralik turned that tape recorder on, do you? A. No.

Q. Now, on February 14, you testified that your mother called Mr. Ohralik? A. No. Mr. Ohralik called my mother – called the house for me but my mother talked to him.

Q. Your mother spoke on the phone? A. Yes.

Q. You did not hear the conversation, right?

A. No, I didn't.

Q. You don't know who was calling? A. At the

49 time, I didn't know.

Q. All you know is what your mother told you, right? A. Yes.

* * * * *

MARIE HOLBERT

a witness called on behalf of the Relator, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By Mr. Heiser:

Q. Would you please state your name and your address? A. Marie Holbert, 9397 Madison Road, Chardon, Ohio.

MR. HAFFNER: I didn't get your first name.

THE WITNESS: Marie Holbert.

Q. Are you married? A. No, I am a widow.

50 Q. How many children do you have? A. Eleven.

Q. How many children live at home? A. Five.

Q. And you are the mother of Wanda? A. Yes, I am.

Q. Do you know Mr. Albert Ohralik? A. No, I don't.

Q. Have you ever met him personally? A. No.

Q. Have you ever had a conversation with him?

A. Just on the phone.

Q. How many times? A. Once.

Q. When was that? A. That was February the 14th.

Q. Which year? A. 1974.

Q. Can you tell the panel how that phone conversation came about? A. Well, he called on the phone. He said he wanted to talk to Wanda. I said, "Well, Wanda is not feeling too good. She is lying on the couch."

He said, "I would like to talk to her about being her lawyer." I said, "Well, I am sorry. We're not suing any-

51 body," and I said, "if we do sue anybody," I said, "we have our own lawyer and we will get in touch with him."

And he said, "well, Wanda is eighteen years old. She's her own boss and I would like to talk to her." I said,

"I'm sorry. We talked it over and we don't want to sue nobody, and we don't want you as a lawyer."

Q. What did he say? A. He says, "Well, Wanda is eighteen. She is her own boss and she can talk for herself."

Q. Was that the end of the conversation? A. No, he says that, "did you know you could sue McClintocks," and I said, "I don't have any intention of suing anyone."

He said, "I saw an insurance policy that McClintocks have, and you can sue them for more money than you got," and I said, "I don't want to sue nobody."

Q. Was that the end of the conversation?

A. No. He said, "Well, Wanda gets to feeling better, I would like for her to call me back." I said, "all right."

Q. Did you hang up then? A. Yes, I did.

Q. Have you had any conversation with him since that time? A. No, sir, I have not.

* * * * *

61 GENE HENRY

was called as a witness on behalf of the Relator, being first duly sworn, testified as follows.

DIRECT EXAMINATION

62 By Mr. Bell:

Q. Mr. Henry, would your name and address, please, for the record? A. Gene Henry, 8266 West Hill Drive, Chagrin Falls.

Q. What is your occupation? A. I am an attorney.

Q. And is your law office in Chagrin Falls?

A. No, it is in Chardon, Geauga County.

Q. Are you acquainted with or have you met Marie Holbert and Wanda Holbert? A. I believe I am. I believe they are the people that are waiting out in the hall with me, and I believe they have both been to my office at least once.

Q. Do you recall when they came to your office initially? A. I might be able to refresh my memory, if I may. I did bring my file.

(Witness examines file.)

A. (continuing) Wanda Holbert signed a form for a Grievance Committee on April 23, 1974 and I believe that was probably the first time I saw her. I may have talked to her or her mother on the phone prior to that.

Q. What is your connection with the Grievance Committee? A. I was the chairman of the Grievance Committee at that time.

Q. Of the Geauga County Bar Association?

A. Yes.

63 Q. And they filed a Complaint with you; is that correct? A. Yes.

Q. Against whom was that complaint?

A. Against Albert Ohralik.

Q. What was the substance of the complaint?

A. I would–

MR. HAFFNER: I object. The complaint speaks for itself.

CHAIRMAN GREEN: He may answer.

A. The main substance of it was that he had solicited – they claimed he had solicited their case in a personal injury automobile case, and that would be the girl for her injury.

Q. That would be Wanda's case; is that correct?

A. Yes.

Q. Did you have any conversations with Mr. Ohralik as a result of that complaint being filed with you?

A. Yes, I believe I did.

Q. Could you tell the panel approximately when and what those conversations consisted of? A. Again, may I refer to my files as to the dates?

(Witness examines file.)

A. (continuing) I believe one of the things I was attempting to accomplish for Wanda Holbert was the fact that the Insurance Company was willing to pay her money for her
64 injuries, but they were – she claimed that Mr. Ohralik did not represent her and Mr. Ohralik claimed that he did, and the insurance company was unwilling to release a check under that situation; and I believe that right around that time, the date of the signing of the complaint, April 23, 1974, I must have talked to Mr. Ohralik on the phone right around that time on possibly two occasions.

Q. Regarding that problem; is that correct?

A. Yes.

Q. Did you have any correspondence to or from him at approximately that time? A. Yes. On May 30, 1974 – or on May 31st I received a letter from Albert Ohralik dated May 30th.

Q. What was the substance of that letter? A. It was a letter from Mr. Ohralik in response to a letter I had written to him on May 24th.

I wrote to him on that date that I had been informed by Miss Holbert that although Mr. Ohralik was not her attorney, the insurance company will not pay her loss of wages claim without a release from Mr. Ohralik.

I said, "I hope that this was an oversight on your part, and you will immediately notify the insurance company," and in response to that letter, he wrote to me. Shall I read that?

Q. Yes, please do? A. This is the letter dated
65 May 30th.

"I have your letter of the 24th instant written on behalf of Wanda Lou Holbert.

I direct Wanda Holbert to send to me $2,466.66. Upon Miss Holbert's payment to me the sum of $2,466.66,

I will acknowledge receipt thereof and I will disavow further interest and claim in her matter.

Our attorney-client employment agreement provided for payment to me of 33-1/3% of the money that I would recover for she.

The claim was conservatively worth $7,400.00. I have rendered counsel to her great benefit, and I was diligently performing on her behalf in obedience to my obligation, and I was ready, able and willing and zealously disposed to continue a vigorous representation on her behalf when she wrongfully discharged me from this employment.

A lawyer wrongfully discharged from his employment is entitled in damages the amount that he would have received pursuant to performance in compliance with terms of his contract." There is a note and he gave some legal citations.

Q. That was received by you on what date?

A. May 31st.

* * * * *

70 CROSS EXAMINATION

By Mr. Haffner:

Q. Mr. Henry, did Marie Holbert and Wanda Holbert or both or one come to your office on April 11, 1974?

A. I don't have any specific memory of that as to whether they did or not as to the date.

Q. On that April 12th letter, I believe it is Exhibit 8, there were five forms enclosed. Were they completed or blank? A. I believe that they were blank at that time. I state here, "which have to be filled out."

Q. I just asked a question, were they completed or blank? A. I believe they were blank, but I can't be certain.

Q. At any time prior to April 23, 1974 did Marie Holbert or Wanda Holbert visit your office? A. I don't know. I can't say for sure.

Q. Is it true that on April 23, 1974 Wanda Holbert and Marie Holbert visited your office in Chardon, Ohio? A. If that is the date of that complaint that was signed
71 by Wanda, yes, that would be true then.

Q. Did they bring any forms with them? A. I don't specifically recall whether or not they did. I assumed from that correspondence that they must have.

Q. You conversation was first with Marie Holbert; is that right? A. I believe so.

Q. By telephone? A. Yes.

Q. I believe Marie Holbert was concerned about Wanda Holbert getting her hospital bill paid for; is that right? A. I believe so.

Q. And Marie Holbert stated to you over the telephone that Albert Ohralik supposedly represents her daughter, Wanda Holbert, but that is not true; is that right? I'm sorry if you didn't follow it, I will have it repeated.
A. I follow it. I don't know whether it is true or not, but I do know she told me that she had not obtained Ohralik.

Q. They wanted to get rid of Albert Ohralik as supposedly their attorney in a matter of a claim for personal injury? A. Well, as I had indicated earlier, they were not able to collect this money because of the confusion as to whether or not Albert Ohralik represented them or not, and they always maintained he did not.

Q. But the first contact with your office was to resolve this difference with Mr. Ohralik's supposed represen-
72 tation of Wanda Holbert? A. Yes.

Q. There is no listing in the telephone book of Chardon, Ohio as you being Chairman of the Grievance Committee of the Geauga County Bar Association.

MR. HEISER: I object.

THE WITNESS: Incidentally, I'am not chairman now.

CHAIRMAN GREEN: Sustained.

Q. Didn't the Holberts come to you initially as an attorney and not as a member of the Grievance Committee? A. I don't believe so. I think they inquired and found that I was the chairman of the Grievance Committee.

Q. You don't know really? A. I am rather certain they came to me in that capacity and not as a private attorney.

Q. Did you state to Mrs. Marie Holbert when you had your telephone conversation wtih her initially that you had been trying to find somebody to file a complaint against Albert Ohralik?

CHAIRMAN GREEN: You may answer.

A. I don't believe. I am rather certain I did not and would not have said that.

* * * * *

89 CAROL McCLINTOCK

a witness called on behalf of the Relator, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By Mr. Heiser:

Q. Carol, would you please state your name and your address? A. Carol McClintock, 9520 Madison Road, Montville, Ohio 44064.

Q. What is your age? A. 20.

Q. Are you employed? A. Part time for State Farm Insurance.

Q. Referring back to February of 1974, were you in an automobile accident? A. Yes, I was.

Q. Where did that accident happen approximately? A. State Route 44 and Girdled Road in Concord Township.

Q. That's in Ohio? A. Yes.

Q. What county was that? A. That's Lake County.

Q. As a result of that accident, you were hospitalized?

A. Yes, I was.

90 Q. How long were you in the hospital A. Six weeks.

Q. During that six weeks, did you have surgery?

A. Yes, I did.

Q. How many times? A. Once.

Q. What was the date of that accident? A. February 2, 1974.

Q. Prior to February 2, 1974, did you know a Mr. Ohralik? A. Just by name and knowing that he lived in the town.

Q. Is that Albert Ohralik? A. I don't know him by his first name. I just know him by Mr. Ohralik.

Q. Do you see him here in the courtroom today?

A. Yes. (Indicating)

Q. Prior to February 2, 1974, did you know that he was an attorney at law? A. No, I didn't.

Q. Following the February 2nd accident of 1974, did you meet Mr. Ohralik or have occasion to see him?

A. He came up to the hospital to see me.

MR. HAFFNER: Object to the answer. It's not in response to the question.

91 CHAIRMAN GREEN: That was not responsive. Would you read the question to the witness?

(Question read.)

By Mr. Heiser:

Q. After February 2, 1974, did you have occasion to meet Mr. Ohralik? A. Yes, that's when he came to the hospital to see me.

Q. He came to the hospital to see you, and what approximate date was that; do you recall? A. February 15.

Q. About February 15, 1974? A. Right.

Q. Would you relate to the gentlemen on the Panel here what transpired at that meeting, what Mr. Ohralik said to you and what you said to Mr. Ohralik?

MR. HAFFNER: Objection, your Honor. I would rather have it done in the form of questions and answers rather than a narrative.

CHAIRMAN GREEN: Overruled. She may answer.

THE WITNESS: Could you repeat that.

Q. Tell the gentlemen of the Panel what Mr. Ohralik

92 said and what you said at that meeting in your room at the hospital on about February 15, 1974. A. He came into the hospital and told me that he was a lawyer and that he had talked to my mom and dad; and they called me and said that he had been to the house and that he wanted to come up and talk to me; and that he came up – well, he came up to the hospital and said that he was a lawyer and that he had heard at the Post Office that I had been in a car accident and that I would need a lawyer.

He said that my bed was by a window overlooking the emergency entrance to the hospital when the ambulances came in, and that he had cards with him, and he said that I could chase ambulances for him, and he gave me some cards.

Q. Did you tell him during that meeting that you knew another lawyer that you wanted to hire?

A. I don't remember.

Q. Did he have any written documents with him?

* * * * *

93 A. He had some typing paper with a contract written up on it, you know, typed up on it.

Q. What did he do with that? A. Well, he read it to me and told me that he was a lawyer and asked me if I would like to have him to take my case.

Q. What did you tell him? A. That I wanted to talk to my mom and dad first.

Q. What did he say? A. I don't remember.

Q. Did you sign this contract? A. Yes, I did.

Q. Did you sign it that day? A. I signed it February 15.

Q. In the room there at the hospital? A. Yeah.

Q. Did Mr. Ohralik call you at the hospital before he came over? A. I don't remember whether he did or not.

Q. But it was not until after this accident that you knew that Mr. Ohralik was an attorney at law?

MR. HAFFNER: Object. That's been answered.

CHAIRMAN GREEN: There is no harm in the

94 answer. He has already answered.

A. That's right.

Q. How long was Mr. Ohralik in your room that day? A. I would say approximately a half hour, 45 minutes.

Q. What did he say when he left about what he was going to do for you?

* * * * *

A. He said that he would have to, you know, get the insurance stuff and papers and find out what kind of coverage of insurance that there was, and that he would take care of everything and let me know what was going on.

Q. Now, from February 15 until March 15 you stayed in the hospital? A. Yes, I did.

Q. Did you see Mr. Ohralik again while you were

95 still in the hospital? A. Yes, I did.

Q. Did he come to see you again? A. Yes.

Q. When was that? A. I don't remember.

Q. Approximately how many days or weeks after the first time, if you can remember? A. It could have been approximately two weeks.

Q. What was the occasion of that meeting?

A. He brought some fruit, a bag of fruit up to the hospital, and he took pictures of me in traction and my eye, where my face was cut up, and my legs.

* * * * *

96 Q. Did you hear from him again while you were in the hospital from February 15th until you were discharged from the hospital, either verbally or in writing?

A. I'm not positive, but I think he might have mailed papers up to get a release from the doctors for information.

Q. After you were discharged from the hospital, when was the next time that you had occasion to see Mr. Ohralik? A. He came up to my apartment.

Q. Do you remember approximately when that was?

A. No, I don't.

Q. What was the purpose of his coming up there or do you remember what happened? A. I think he just came up to talk to me to, you know, tell me what he had done, that he took pictures of the accident and stuff and got my stuff, my clothes and stuff out of the trunk of my car from where they had towed the car away.

Q. When was the next time that you saw him?

97 A. Then I didn't hear from him. I called his office and I couldn't get ahold of him. I called his house to find out what was going on, if anything was being done about the accident, and I couldn't get ahold of him.

So a friend of mine came over, and he carried me downstairs, put me in the car, and I asked him if he would drive me out to this house; and I went out to his house. I was in a body case and he was at his home, and I asked him if the insurance was taking care of the bills because I was getting bills saying that people, you know, the hospital and different people were going to sue me.

He said that the insurance wasn't going to pay the

hospital bills and that I should ask my doctor for a walking cast so I could go back to work so I would get my bills paid.

Q. What did you say to him? A. I got mad and we left and that's when – you know, because I hadn't been able to get ahold of him, and the office numbers that I had that his brother had given me, I called and there was never no answer, and that's when I had my brother take me into Cleveland to talk to John Brown.

Q. Then what did you do as far as Mr. Ohralik is
98 concerned? A. He sent a letter with papers and I think there was six copies or three copies – I am not sure – to get to release information from the doctors so that he could get that information, and I never sent them to the doctors or anything.

He told me to call the doctors and find out what extent of damage there was to me, and I never did have the papers signed, and that's when I had my brother take me into Cleveland because I felt if he told me that I could get a walking cast and go back to work with two broken legs, that I didn't need him for my attorney.

Q. What did you do then as far as Mr. Ohralik is concerned? A. I went into Cleveland and talked to John Brown, and we wrote a letter to Mr. Ohralik and mailed it to him.

* * * * *

Q. Did you keep a copy of that letter?

A. Yes, I did.

Q. Do you have it with you? A. No, I don't.
99 It's at home.

Q. Can you relate to the panel what the letter said?

* * * * *

A. I wrote to Mr. Ohralik that I no longer wanted him for an attorney, that I had went and talked to John

Brown from Cleveland and that I would like to have him take over my case, and that when I signed the contract I was under the influence of drugs, and I wasn't sure if that's what I wanted, if I wanted him as my attorney; and if he would release the information to John Brown saying that I no longer wanted him for my attorney and that I wanted John Brown to take over the case.

Q. Did you hear from Mr. Ohralik in response to
100 that letter?

* * * * *

A. Yes, I did. He mailed me a letter saying – it was a three-page letter, and he told me that I had hurt my mother's feelings when I told her I wasn't going to return home to her home when I got out of the hospital, because I had an apartment set up for me, and that Wanda was staying at my apartment, you know, helping me. And he said that he felt that she shouldn't have been there help-
101 ing me because when he saw her she was shuffling around on crutches, and that in the position she was in, she needed help herself; and that's when he brought up the part about the fruit that he bought.

He said that I seemed to enjoy the fruit that he brought to the hospital, and he said that I owed him the $4,166.66 prior to the contract that he had made with me saying that he would get 33-1/3 per cent of the money that was recovered from the accident.

He said that he had called the apartment one time and Wanda answered the phone and said that I wasn't in the room because I was in the bed laying down, but he must of misinterpreted it, but he said that he knew that I wasn't supposed to be walking, which I wasn't.

I was in a body cast and a wheelchair, so it would have been hard to walk. And he said that if I had been in the other room and couldn't come to the phone, that

it led him to believe that I was like disobeying the doctor's orders, and that how can I say this –

MR. HAFFNER: I didn't hear that.

A. – that I was more or less saying the insurance wouldn't actually pay the bills because I was abusing myself; that I was walking when I wasn't, and that I had owed him the money. That was about it.

102 Q. All right. Now, referring back to the time period prior to your accident, this would be prior to February 2, 1974, would you tell the Panel the extent of your contact with Mr. Ohralik, if any? A. My father bought a car from him I'd say approximately seven years ago, and we bought a Christmas tree because he sells Christmas trees, and that was a long time ago.

The only other time that I had seen him was at the Post Office when I was getting our mail because we have a post office box.

Q. You on occasion would bump into him in the Post Office? A. Yeah, that's the only time. I didn't go to his house and visit him or nothing.

* * * * *

Q. But prior to the accident you did not know personally that Mr. Ohralik was an attorney at law?

A. No.

* * * * *

103 CROSS EXAMINATION

By Mr. Haffner:

Q. It's still Miss McClintock, isn't it? A. Yes, it is.

Q. You live at 9520 Madison. Is that where you live? A. Madison Road.

* * * * *

104 Q. That post office you were referring to is at the
105 intersection of U.S. Highway No. 6 and State Route 528? A. Yes, it is.

Q. And you went and picked up the mail for your family. Does that mean your parents and your brothers?

A. Could you repeat the question?

Q. Did you pick up the mail for your parents and brothers at that post office? A. Yes, I–

* * * * *

Q. Before February 2nd, '74, you went to that post office and picked up the mail; is that right? A. Yes.

Q. Would you say you went there about at least three times a week? A. It depended. I mean, different people in my family checked the mail, not only did I check the mail.

Q. You went there on an average of three times a week to pick up mail? A. Twice a week.

106 Q. Mr. Ohralik also lives in Montville, doesn't he?

A. Yes, he does.

Q. You met Mr. Ohralik at this post office picking up mail? A. Yeah.

Q. And you met Mr. Ohralik for a number of years prior to February 2nd, '74 at the post office, when he was picking up his mail and you were picking up your mail and your parents' mail? A. I didn't pick up his mail.

Q. You met Mr. Ohralik prior to February 2nd, '74, at this Montville Post Office while you were picking up your mail and Mr. Ohralik was picking up his mail?

* * * * *

A. I have seen him at the post office.

Q. I said you met him. Did you talk to him?

A. You know, hello.

Q. Did you talk to him about anything else besides
107 just saying hello? A. Not that I recall.

Q. You didn't have any conversations with him at the post office besides saying hello? A. I might have talked about the weather or something, but nothing personal.

* * * * *

133 EXAMINATION

By Mr. Zimmerman [Panel Member]:

Q. How much did you pay Mr. Ohralik?

A. $4,166.66.

134 Q. You paid him $4,166.66? A. Yes, I did.

Q. Was that as a result of a suit against you by him?

A. Yes.

Q. Was there a judgment rendered for him for that amount? A. I don't understand.

Q. Did the Court order you to pay this? A. Yes.

Q. The judgment was in his favor against you, then?

A. (No response.)

Q. Do you understand what I am saying? A. Yes.

Q. You paid him $4100? A. Yes.

Q. The first time you actually met him was in your hospital room on February 2nd; is that correct?

A. Well, no; I had seen him.

Q. I mean, met him formally; you were introduced to him, or was that the first time this happened in February, 1974? A. Yes.

Q. You had seen him occasionally in the post office?

135 A. Yes.

Q. But you had never been introduced as being Carol McClintock until February 2, 1974? A. February 15th.

Q. I'm sorry. February 15th? A. Yes.

Q. So as far as any formal meeting was concerned,

it was February 15, 1974 that you actually met him?

A. Yes.

Q. Even though you knew who he was? A. Yes.

Q. Did you know he was an attorney before February 15, 1974? A. No.

Q. Do you recall him making a statement to you about cards and ambulance chasing at that time?

A. Yes.

Q. You really recall that? You said you were vague about some things? A. Yes, I do.

Q. What was your response to that? A. I don't think I said anything to him.

* * * * *

136 EXAMINATION

By Mr. Webster [Panel Member]:

Q. In connection with this business of giving out his cards, you said your bed was near the window and it overlooked where the ambulances came in?

A. That's right.

Q. And he suggested that you take his cards and give them to people who came in on the ambulances; is that right? A. Yes.

Q. How did he expect you to do that when you were in a cast in bed? A. I have no idea.

Q. He did leave those cards? A. Yes, he did.

Q. Do I understand correctly that he had talked with your parents before he came to see you in the hospital? A. Yes.

Q. Is it your impression that he came to see you at their suggestion, at your parents' suggestion? A. No, because my parents said that I was 18, that it was my decision; that they couldn't tell him if I could hire him or not. It was my decision.

Q. So he came to see you there not at their sugges-

137 tion? A. No.

Q. Is that what you are telling me? A. No.

Q. Did he indicate to you when he came in to see you in the hospital the first time as to whether they had sent him to see you? A. Not that I recall.

Q When he first came in to see you in the hospital, did he state why he was there to see you? Did he say why he had come to see you? A. He told me that he had heard I was in an accident, and that I was 18, and it would be my decision if I needed an attorney or not.

Q. Did he ask you flat out that he wanted to represent you or did he say that he had talked to your parents? I am trying to get at what he specifically said when he came in the room. A. He said that he was an attorney and that I would need an attorney for the accident, you know, because of the accident, and asked me if I wanted him to be my attorney; and that I told him I wanted to talk to my parents to see what they thought about it. But my parents told me it was my own judgment, that I was 18, an adult, and they was leaving it up to me.

138 Q. All right. So after having left it up to you, you decided to engage him; is that correct? A. That's correct.

Q. You finally then did settle your claim with the insurance company; is that right? A. You mean through him?

Q. No; you finally got paid by the insurance people for some amount of money? A. Yes.

Q. And you did that initially with his assistance and later on with Mr. Brown's assistance; is that correct? A. Yes.

Q. Did you pay Mr. Brown any money? A. Yes, I did.

Q. Then is it my understanding that Mr. Ohralik then sued you for his representation in connection with that claim? A. Yes, he did.

Q. And that was the case that you responded to Mr. Zimmerman's questions about that the Court ordered you to pay the 4,000 and some odd dollars? A. Yes.

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EXAMINATION

By Chairman Green:

139 Q. Again going back to the original visit, did your parents call you before Mr. Ohralik visited you in the hospital? A. Yeah.

Q. Did they tell you that he was on his way to see you? A. They said that he wanted to come down and see me.

Q. Did they tell you that they had given him permission to come see you? A. No, that was my decision.

Q. Did they alert you or advise you that he was going to see you? A. Yes.

Q. So that when he came you were expecting him, is that correct, as a result of that phone call? A. Yes.

Q. All right. Now, one other question with respect to the cards that he left with you.

How many cards do you recall him giving to you? I am not asking for the precise number. A. Approximately five or six.

Q. Did he ever refer to that matter again after he left the cards with you? A. Not that I recall.

140 Q. Never asked you whether you had contacted anyone who had arrived at the hospital in the emergency vehicles? A. No.

Q. That was the only reference with respect to chasing for him that one day, the first time that he was with you? A. Yes, that I recall.

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Q. So that the record may be complete, how much did you pay Mr. Brown for services in connection with the same accident case you paid Mr. Ohralik? A. $900.

Q. And the actual settlement, the negotiations that took place with the insurance company was made through Mr. Brown? A. Yes, it was.

CHAIRMAN GREEN: Thank you.

MR. HEISER: I must ask the witness two or three questions, if the Panel will permit, because I believe that she misunderstood Mr. Zimmerman in one of his questions and I want to make it clear to the Panel exactly what happened.

CHAIRMAN GREEN: Go ahead.

REDIRECT EXAMINATION

By Mr. Heiser:

141 Q. Mr. Ohralik filed a lawsuit against you in the Common Pleas Court of Lake County or Geauga County?
A. Yes.

Q. For his fee? A. Yes.

Q. And you engaged Mr. Brown to defend you in that lawsuit? A. Yes.

Q. Did that lawsuit ever go to trial, to court, where you had the trial and the witnesses and so on?
A. No, it didn't.

Q. You settled the case? A. Yes.

Q. Before the trial. In other words, you told Mr. Brown to go ahead and pay Mr. Ohralik his money?
A. Yes.

Q. And so there was no trial? A. No, there wasn't.

MR. ZIMMERMAN: There was no judgment.

CHAIRMAN GREEN: Thank you.

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144 HELEN McCLINTOCK

a witness called on behalf of the Relator, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By Mr. Bell:

Q. Could you state your name for the Panel, please?
A. Helen McClintock.

Q. Your address? A. Box 54, Montville.

Q. What's your street address? A. Route 528. My house number is 9520.

Q. What's the street name? A. Route 528 – Madison Road. I was trying to think what street number.

Q. And you are the mother of Carol McClintock, is that right, the girl who just testified? A. Yes.

Q. Calling your attention to on or about February 2, 1974, was Carol involved in an automobile accident?
A. Yes, sir.

145 Q. Where was that? A. On Girdled Road off of 44.

Q. Now, prior to that date, were you acquainted with or did you know Mr. Albert Ohralik? A. I knew their last names. I had seen him approximately a dozen times.

Q. You said "their last names." Who are you referring to? A. Ohraliks. I never knew their first names. I knew Louie, but–

Q. Did you know Albert Ohralik? A. Not personally, no.

Q. How many are in the Ohralik family, if you know?
A. I always thought there was three, but I found out there was four

Q. Four what? A. There was three boys and a father.

Q. Did they live near you? A. They live east of me on Route 528 – or 6. I'm sorry, Route 6.

Q. What direct contact have you had with Albert Ohralik prior to February 2, 1974? A. Oh, we bought a Christmas tree off of him, I think, about four or five years ago, and we bought a car, a station wagon I believe it was, off of him.

146 Q. Had he ever been your lawyer prior to February 2, '74? A. No, I didn't even know he was a lawyer.

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Q. After February 2, 1974, did you contact Mr. Albert Ohralik? A. No, he contacted me. He called me.

Q. He called you on the telephone? A. Yes.

Q. Do you have any idea as to when that was?

A. I think it was the 13th of February. I wouldn't swear to it, but I believe it was the 13th.

Q. What did that conversation consist of?

A. Oh, "I heard your daughter was in an accident."

Q. Would you say who said what, please?

A. Mr. Ohralik said, "I heard your daughter was in an accident."

I said yes, and he said, "What's wrong?"

I said, "Well, she has two broken legs, face laceration, contusions, eye trouble," and I don't know just

147 what all there was, but he wanted to know if he could go and see her, he might be of some help to her.

I said, "I don't know. You can go see her as far as I am concerned." He says, "Well, does she need a lawyer?" and I said, "Well, when I was in the hospital to see my daughter, a traction fell on her," and the supervisor of the hospital took me outside and said, "Look," he says, "you might be able to sue," and he says, "if you want to."

I said, "Look, I don't sue nobody for nothing. That's the girl's business in there. If she wants to sue if she got hurt, that's up to her."

So he said, "Well, I know a good lawyer." He told me a lawyer that he was with, and I don't even remember the name, but I got the name somewhere at home.

Q. Who are you talking about? A. This supervisor of all the hospitals in Geauga County – Humbledink – Mr. Ohralik probably knows him.

Anyway, to me he said, "Well, you know, you may have probable cause for–

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149 Q. Would you proceed with your indication to the Panel as to what your conversation on the telephone was on February 13th? A. Well, I can't remember in detail every bit of it, but I can remember some of it. He asked me if he could come over to the house and talk with us.

First he says, "Do you have any insurance?"

I said, "Yes, we're covered." He said, "Was the car Carol's or was it your?"

I said, "No, it was ours."

So we talked a little bit about her health and this and that and things in general, things pertaining to her health and the automobile accident, and he said that he was a lawyer and that he could take care of all that kind of stuff.

I said, "Well, if I need a lawyer –" oh, I was talking about the traction. That's where it came in. I was talking about the traction, and he said, "You might need a lawyer. That might be a case for suing."

I said, "Well, if there is any suing to be done, my daughter will have to do it. She's 18 years old. I cannot do it. I cannot give you permission."

Q. Was there anything else in that telephone conversation? A. Oh, yeah. He talked with us about – I think he said that he worked with insurance or knew about

150 insurance claims and everything and he could do as good as anybody else could and so on and so forth.

Q. Did you agree then to allow him to come over to your house? A. Yes.

Q. Did he come to your house that day?

A. Yes, he did, and he went from my house right up to Holbert's.

Q. When he came to your house, what did he talk about? A. Well, he talked about the accident, and he more or less was looking at the insurance papers.

Q. He reviewed insurance papers with you?

A. Yes. He didn't review them; he looked over them and wrote a bunch of stuff down. I didn't even get to read it and my husband didn't either.

Q. At the time he came to your house, had he been to see Carol, if you know? A. No, he had not, not that I know of.

Q. This was on February 13th? A. 13th. See, I know that because Wanda got out of the hospital on the 13th, and when she came home, she come home that day and he went up there the same day.

He went from our house, and I even told him how to get up to Wanda's.

151 Q. He went from your house to Wanda's?

A. Yeah, because he didn't know where Wanda lived.

Q. While he was at your house, did you give him your insurance policy? A. I gave him a rider; I didn't give him the original policy because I couldn't find it. I later think it was found in the vault.

Q. Did he have a copy of the accident report with him? A. Yes, he did.

Q. Did you then at that time or thereafter talk to your daughter about him? A. She called me and said, "Mom, Ohralik was down to see me." She said, "What should I do?"

I said, "I leave the decision up to you."

She asked her dad and he said, "You've got to start making some decisions of your own sooner or later." We told her it was up to her, whatever she wanted to do.

Q. Did you talk with Mr. Ohralik after the February 13th visit to your home? A. Yes, a number of times. We took papers and things over for him, and he had copies, photostatic copies made up for me, and whatever, you know, whatever we learned, we would have photostatic copies made up and we would have to send things to her, and we had

152 copies made.

Q. Did you have any contact with Mr. Ohralik prior to February 2nd of '74 at the post office?

MR. HAFFNER: Object.

A. Well, I might have, you know, said hello or something like that, good morning, good afternoon, what have you.

I mean, no personal relationship of any kind, no friendship, what you would really say friendship; no.

* * * * *

162 Q. Did you make a phone call to Carol McClintock at the hospital that Albert Ohralik was going to see her on February 13, '74? A. I made a phone call. It was somewhere between the 13th and the 15th. I couldn't tell you exactly.

Q. That Mr. Ohralik was going to visit her? A. Yes.

Q. And he was going to discuss whether she needed an attorney? A. Yes.

Q. And you testified, I believe, that the decision was up to her? A. That's correct. She was 18.

Q. Did you tell Mr. Ohralik to go down and see

163 Carol McClintock on either February 13th or February 15th, '74? A. I told him that it was up to him.

If he wanted to go see her, it was fine with me.

ary 15th, '74? A. I told him that it was up to him. If he wanted to go see her, it was fine with me.

Q. You also told your daughter Carol that he was coming to see her either on the 13th or the 15th of February, '74? A. Right.

Q. The Ohraliks' residence is approximately about a mile from your residence in '74? A. Yes.

Q. February of '74? A. Yes. He's just about a mile or so from us, each of us.

Q. The population of Montville is less than 500 people? A. Oh, Lord, it's more than that. I would say about 3300 possibly. I don't know. I read it once somewhere, but I can't remember.

Q. Did Mr. Ohralik tell you that he was going over to see Wanda Holbert? A. He wanted to know where she lived.

Q. He didn't tell you that he was going to see Wanda? A. Yes, he did.

Q. Did he tell you he was going to interview her as a witness? A. He was going to go get her as a client.

164 He would take both of them.

Q. At the first visit or the second? A. When he come over to look at the insurance papers. I guess it was probably the second visit.

Q. That's the second visit? A. I don't know for sure. It was either the first or second, but I couldn't swear to it.

Q. Now, the insurance papers were produced for Mr. Ohralik on the second visit? A. Yeah, because I had to hunt them up.

Q. You produced them on the second visit? A. I think so, but I don't know for certain.

Q. It was after you produced your insurance papers that Mr. Ohralik told you he was going to see Wanda Holbert; is that correct? A. Yes.

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176 ALBERT OHRALIK

Respondent herein, called as a witness in his own behalf, having been first duly sworn, testified as follows:

DIRECT EXAMINATION

By Mr. Haffner:

Q. For the record, would you state your name?

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177 Q. Will you tell the Panel your address? A. My home address is RFD 1, Huntsberg, Ohio.

Q. Is that in the Township of Montville, Ohio? A. Yes, it is.

Q. Which is in Geauga County? A. Yes, it is.

Q. Calling your attention now to this accident of February 2, '74, will you tell us how you first became acquainted with this particular accident? A. Fred Hoffman told me about it. He is a brother of the Postmaster and he saw me in the post office.

Q. The post office where? A. Montville, Ohio.

Q. What day? A. Oh, either the 4th or the 5th of February. It was a Monday or Tuesday.

Q. '74? A. Of 1974.

Q. And this particular accident or incident we are talking about occurred on February 2nd of '74; is that right? A. That's correct, yes.

Q. Prior to February 2nd of '74, did you have any acquaintance with Carol McClintock? A. Yes, a very great deal.

Q. Will you relate how that acquaintanceship arose? A. Yes, my brother and I frequently would go to the post office for either one of us, and we would meet other people there, and it seemed we met her more frequently than anybody else, and we would engage in conversation until the mail was distributed, and wait the distribution of mail, and while waiting we'd make conversation with each other as we would wait there.

Q. You are talking about the post office in Montville, Ohio? A. Yes.

Q. How long prior to February 2, '74, had you met Carol McClintock? A. Probably four or five years.

Q. During that time prior to February 2nd of '74, do you know how many times you met Carol McClintock

179 at the Montville Post Office? A. Yes, I would estimate 100 to 150 a year or about two or three times a week.

Q. Can you relate, if you know, what your conversations were with Carol McClintock at the post office? A. Oh, we would ask how was school, how is your boy friend, what social functions are currently going on now, things like that. Just what was new in the life of a teenager.

Q. During those conversations with Carol McClintock, did the occasion ever arise that she knew that you were an attorney? A. Oh, yes.

Q. Can you tell us how that occurred? A. Well, for one thing, I ran for political office some time, and it was certainly much easy on my campaign literature, and sometimes in the casual conversation, I would have occasion to mention that I had a court appointment some time.

Q. Now, after February 4th or 5th of '74, did anyone remind you that Carol McClintock had been involved in an accident? A. Yes. Fred Hoffman had brought it up on the 13th or he – I don't know. We made conversation on the 13th about her injury.

180 On February 13, '74, after your conversation with Fred Hoffman, did you do anything regarding Carol McClintock? A. Yes.

Q. Go ahead. A. Yes, I spoke with my brother Carol who also lives there in the neighborhood, and I told him that Carol had apparently been disabled from her acci-

dent and, "I wonder if we ought not go visit her and cheer her up."

He said, well, it would be nice, but he is committed that day and he couldn't make it.

Q. Did you visit Carol McClintock or did you do something before visiting her? A. I did something before.

Q. What did you do? A. I phoned her mother and I said that I heard Carol was banged up in an accident, and I wondered how serious it was and whether she was still confined, and she said yes, that she's in the hospital in Painesville, and so then I said, "Gee," I said, "yes, I thought we could probably cheer her up."

She says, "Isn't one of you an attorney?" I said, "Yes, both my brother and I are attorneys," but I said, "that is not why I am calling you. I just thought it would be a nice friendly thing to cheer her up," and that we are good friends.

181 Q. Now, did you proceed out to the McClintock residence? A. Not until she said – she asked me, "Are you going to go and visit her today?" and I said, "Yes, I thought I would."

She said, "Would you please stop at our house before you go," and I said okay.

Q. Did you stop at the McClintock's house? A. Yes.

Q. What date? A. February 13th.

Q. '74? A. Of 1974.

Q. Do you know approximately what time that was? A. Yes, about 10:00 or 10:30. I think it was in the morning.

Q. In the morning? A. Yes.

Q. When you arrived at the McClintock's home on that day and that time, tell us who was present. A. Mr. McClintock and Mrs. McClintock, and that's all, and I, of course.

Q. Did you have a tape recorder with you at that time? A. No, I did not.

182 Q. Tell us the conversation you had with Mr. and Mrs. McClintock on that visit at that particular time.

A. I don't remember verbatim, of course, what was said, but they were very worried that the Holberts might sue the McClintocks because the automobile that she was injured in was owned by Mr. McClintock.

They were very worried that they would be sued because Wanda had been hurt in that car.

Q. Did you do anything to allay their fears of the suit by the Holberts or Wanda Holbert? A. Yes. I explained the significance of the guest statute, and I told them they really probably had nothing to worry about on the basis of the guest statute, and I told them that most likely there was no negligence on the part of Carol anyway.

Q. How long was your visit with the McClintocks on that day? A. Oh, gosh, I would say about half an hour.

Q. Mrs. McClintock testified this morning that after you left their house, you immediately proceeded to the Holbert residence; is that true? A. That's false.

Q. Where did you go next? A. I went to the hospital.

Q. For what purpose? A. To make a social call,

183 to chat.

Q. With whom? A. With Carol McClintock.

Q. What time did you get to the hospital and what date? A. About 11:00 o'clock on the 13th of February, 1974.

Q. Did you get to see Carol McClintock?

A. Yes, I did.

Q. What room number did she have in the hospital?

A. I really don't know. It seems to me it was 2C, I think it was.

Q. Were there any ambulances visible from her window? A. No, no.

Q. Did you hear any ambulances from her window?

A. No, not in her window, but opposite the corridor on the opposite side, I did hear an ambulance.

Q. You couldn't see it? A. No, I coldn't see them.

Q. Will you relate what conversation you had with Carol McClintock on that particular date and time?

A. Oh, I told her it was certainly a mess how a drunk driver could cause her those problems.

Well, I think we first commented on the butterflies

184 that she had decorated in her room, and then I commiserated with her on how she was trussed up with pulleys and how confining it was, and then she brought up in the conversation that some hospital administrator was urging a lawyer upon her, and I chuckled and I said, "Yes, this certainly is a case that would entice a lawyer. That would interest him a great deal."

Q. Did she mention the name of any attorney that the hospital supervisor had suggested to her?

A. If she did, I didn't catch it. I wasn't sure.

Q. How long did you spend with Carol McClintock on this particular visit? A. Oh, I guess about maybe 40 minutes to an hour, maybe.

Q. Did you have a tape recorder with you at that time? A. No, I did not.

Q. Did you reach any agreement to represent Carol McClintock at that particular visit? A. No.

Q. Did Carol McClintock and you enter into any agreement on that particular visit? A. No, not on that visit, no.

Q. I'm talking about either written or oral.

A. On the day?

185 Q. On February 13th. A. Yes, I arrived at an agreement – oh, not directly with her. Her parents told me.

Q. I asked you did you and Carol McClintock enter into any agreement on that particular date and time, either written or oral, to represent her? A. Well, orally I did through an agency of her parents.

MR. HAFFNER: Will you repeat the question to the witness?

(Question read.)

Q. Do you understand the question? A. Well, unless I am confining it to talking to her directly–

Q. I am talking about that visit at 11:00 o'clock in the morning on February 13, 1974, did you enter into any agreement either written or oral to represent Carol McClintock? A. No.

Q. When you concluded your visit with Carol McClintock, what did you do in connection regarding this matter? A. Well, she asked me to tell her parents to come up and visit her that night, so I went home and got my tape recorder and I went over to the McClintocks' home.

186 Q. On the same date? A. Yes.

Q. At what time? A. I got there about 1:00 o'clock, I guess.

Q. Who was present? A. Mr. McClintock and Mrs. McClintock.

Q. No one else? A. No one else.

Q. Where did you have the tape recorder?

A. Under my raincoat on the kitchen table.

Q. What kind of tape recorder did you have?

A. A Sony.

Q. Any model number for it? A. There is, but I don't remember what the number is.

Q. Do you have it with you? A. No.

Q. Do you have the tape recorder with you?

A. I have a different tape recorder today.

Q. Did you use tape or what kind of tape did you use? A. Cassette tape.

Q. Now, how long was your visit the second time?

A. 40 minutes about.

Q. And did you enter into any conversation with either Mr. or Mrs. McClintock during that second visit?

A. Yes.

187 Q. Do you have any recording of that particular conversation? A. Yes, I do.

Q. Is it an actual reproduction of the conversation between the McClintocks and yourself? A. Yes.

Q. Accurate? A. Yes, it is.

Q. Complete? A. Yes, it is.

Q. Do you have that cassette tape with you?

A. Yes, in here (indicating). Yes, my actual tape was here.

(Handing.)

MR. HAFFNER: Will you mark this as Respondent's Exhibit B?

(Respondent's Exhibit B was marked for identification.)

Q. Is there anything on this tape besides the conversation between you and Mr. and Mrs. McClintock?

A. The last phase of it is Wanda Holbert, but there is the continuity from the beginning to when I concluded.

Q. Part of this is the complete accurate conversation between you and the McClintocks on February 13, '74,

188 at approximately 1:00 p.m. at their house?

A. Yes, that pertains to the discussion accident, yes.

Q. Is there a possibility of deleting or erasing from this particular tape?

MR. HEISER: I object unless he is qualified as an expert on tape recordings. I object to the question.

CHAIRMAN GREEN: The question was is it possible to erase the tape?

MR. HAFFNER: Yes.

CHAIRMAN GREEN: Sustained.

Q. On the machine that you record and also play back, does it have any provisions for erasing? A. Yes.

MR. HEISER: I object.

CHAIRMAN GREEN: He has answered.

It may stand.

Q. Where have you kept this particular tape? Has it been in your possession at all times? A. Yes, my file cabinet is locked in my home.

Q. What is your knowledge of making tapes? Do you have any particular knowledge? A. Not technical. I have a functional knowledge of the operation of the machine as the manual instructs.

189 Q. Have you made any alterations in this particular cassette tape? A. No.

Q. Do you know of anyone else who had possession of this tape since February 13, 1974, to date? A. Nobody has.

Q. Now, what was the discussion on this second visit on February 13, '74, at the McClintocks' house between you and the McClintocks? A. Well, I told them that Carol wanted them to call upon Carol to discuss whether to employ me, and I mentioned that, and they said well, she has called since I left her and said I should go to work on this case, and they brought out a lot of insurance policies, and we discussed insurance policies, medical pay policies that they had, two other med. paid policies, and then there was some discussion about whether the other person had insurance or whether he was uninsured, and the fact

that he was in the hospital there, too, and there was also a discussion about Wanda again.

They were worried about whether Wanda might sue them because of the injuries sustained in this accident. I assured them that there was no basis.

Q. Did you discuss the guest statute of Ohio with McClintock on that particular date and time? A. I

190 think I did. Yes, I'm quite sure I did.

Q. Did you mention to McClintock how much could be recovered for Carol McClintock in this matter?

A. Yes, I mentioned that it had all the appearance that the other person didn't have insurance, so they would have to pursue under uninsured motorist, and the maximum possibility was $12,500.

Q. Did you tell them that they could recover $12,500 or they would recover up to $12,500? A. Up to $12,500.

Q. Was there any discussion with the McClintocks as to whether that amount was too little or too great?

A. Yes. Mrs. McClintock says, "If you could recover any money –" she must have been very dubious about any recovery – and later she mentioned if there was a recovery, whether that goes to Carol or whether she gets any of the money, and I said that it would be Carol's recovery; that it is her claim, and it would be entirely hers.

Then she says, "That doesn't seem right," or some words to that effect that, "here we take care of her and she gets all the money and we may spend money on maintenance and get nothing for it."

I said, "Is that bad? I think she's a good girl." She said, "Gosh, in this day and age, who knows?"

Q. When you left the McClintock home, in relation to this particular matter, did you go to see Wanda Holbert

191 or did you go to see Carol McClintock? A. I went to see Wanda Holbert.

Q. From the McClintocks' you went to see Wanda Holbert? A. Yes.

Q. What was your purpose in seeing Wanda Holbert? A. To interview her as a witness to the cause of the accident and the circumstances surrounding the accident.

Q. Did you go for the purpose of soliciting her as a client? A. No, absolutely not.

Q. Did you at any time solicit Carol McClintock or the McClintocks to represent Carol McClintock in this matter? A. No, I did not. Absolutely not.

Q. Now, how long after you left the McClintocks' house did you go to visit the Holberts? A. I went directly, probably five minutes later.

Q. Now, Wanda Holbert testified the last time we were here that the first thing you did when she opened the door, "I am a lawyer and I want to represent you"; is that true? A. That is false. That is categorically, positively false.

192 Q. Did you have your tape recorder with you? A. Yes.

Q. Now, I forgot which exhibit the tape is of the conversation with Wanda Holbert, but when was that tape recorder turned on? A. Well, it was quite soon. I came in and we looked for a place to sit, a convenient spot, and we tried the sofa momentarily.

Q. Did you turn it on before you sat down or after you sat down? A. I think I was just sitting down when I turned it on.

Q. Did you have any conversation with Wanda Holbert prior to turning on that tape recorder? A. No.

Q. That particular tape, which is admitted into evidence, is that the entire conversation between you and Wanda Holbert on February 13, '74? A. Yes.

Q. There is nothing additional, any additional conversation that's not recorded? A. No, other than maybe goodbye.

Q. How long a time did you spend with Wanda Holbert? A. About 20 minutes.

193 Q. Was there anyone else present at that particular time? A. Not in the proximity of us. In the adjoining room there was some children.

Q. Were they doing anything? A. Yes, they seemed to be playing and running and talking to one another, and had a TV on, I believe.

Q. Did you have any attorney-client contract when you visited Wanda Holbert? A. No.

Q. Was Mrs. Holbert present when you were discussing this with Wanda Holbert? A. No.

Q. Now, with regard to this particular matter of the accident, did you see Carol McClintock again? A. Yes, two days later.

Q. And that's February 15, '74? A. Yes.

Q. Where did you see her? A. In the hospital.

Q. The same hospital? A. Yes.

Q. The same room? A. Same room, but she had a different bed.

Q. What time did you see her, about? A. I think
194 it was the early afternoon.

Q. Did you have a discussion with Carol McClintock at that time? A. Yes.

Q. Now, what was the discussion you had with Carol McClintock at that time? A. That we would formalize our contract of employment, and I had a contract form and I brought it out. We both signed duplicates and she kept one and I kept one.

Q. That's the first time Carol McClintock signed a contract for you to represent her in this matter as an attorney? A. Yes.

Q. Did you leave any cards with her? A. Yes, I think one. I think there was one, and I said as I was leaving, "Did I give you one of my cards?" and she said, "Yes, you did." And then she looked around for it and she couldn't find it.

And I said, "Here, I will give you another one."

Q. Carol McClintock testified this morning that you gave her five or six cards; is that true? A. That is not true?

Q. Carol McClintock testified this morning that you gave her these cards to pass out to the victims brought in by the ambulance to the hospital; is that true?

195 A. No, that's not true. That is false.

Q. And at this particular date and time, was Carol McClintock ambulatory? A. No.

Q. Could you describe, if you know, her condition?

A. Yes.

MR. HEISER: I object. He is not a doctor.

CHAIRMAN GREEN: He may describe what he saw.

MR. HEISER: That wasn't the question.

A. I saw a pin through one of her legs. It was a rod through her leg, and I forget whether she was confined to the bed keeping her straight or whether it was the other leg, I forget. And then the other leg was in a set of pulleys and she was tied down.

Q. Were there any casts on those legs? A. Yes, one of the legs had a cast.

Q. From where to where did that particular cast extend? A. Gee, I'm sorry. I have forgotten, but there was a cast.

Q. How long did you spend with Carol McClintock on this second visit? A. I would say about 15 minutes.

196 Q. Now, did you go back at all to either the McClintocks' residence or the Holberts' residence after you saw Carol McClintock? A. I never went back to the Holberts' but I went back to the McClintocks' a number of times, and of course, I visited with Carol in the hospital a number of times.

Q. Do you remember when Carol McClintock was released from the hospital, the date and time?

A. No, I don't.

Q. The date? A. No, I don't know that date.

Q. Were you aware that Carol McClintock had moved into an apartment after she left the hospital? A. Yes, I went with her mother to visit her and -

Q. At the apartment? A. No, I went to the hospital to visit her, and at that time it was mentioned and it caused considerable dissension.

Q. That she was moving into an apartment?

A. Yes. I took Mrs. McClintock there, and she asked me if I was going to visit her soon, and I said yes, and she wondered if we could go up and visit her together one evening.

Q. This particular accident happened February 2,

197 1974? A. Yes.

Q. Did you ever receive any communication from Carol McClintock discharging you as her attorney?

A. I did on April the 11th – let's see – February, March, April 11, 1974, I got a letter from her.

Q. Did she ever tell you why she was discharging you as an attorney? A. No, just very abrupt. We had a very fine relationship before that. It was really abrupt.

Q. She testified this morning that she had a discussion with you regarding paying of the hospital and doctor bills, and she testified, I believe, also that her insurance company was not going to pay for that.

Do you remember a conversation like that with her?

A. I had no such conversation with her.

Q. Did she visit you at your home as she testified?

A. Yes, one day she stopped over, yes, very brief.

Q. Did you have an office in February of '74?
A. Yes, I had an office in the Standard Building.

Q. Did the cards that you gave Carol McClintock set forth your office address and your office phone number? A. Yes.

Q. Did you leave any cards with Wanda Holbert?
A. Yes, one.

198 And was that the same type of card as you left with Carol McClintock? A. Yes.

Q. Did you give Mr. and Mrs. McClintock any of your cards? A. Yes, I think I gave each one one.

Q. Did you give Mrs. Holbert any of your cards?
A. No, not Mrs. Holbert. I think I gave a card to members of the other McClintocks in the family. There is a boy.

Q. I didn't ask you that. When Carol McClintock discharged you, did she discharge you verbally or by a letter? A. She sent me a certified letter.

Q. Did you have any discussion prior to receiving that letter as to being discharged by her? A. No.

Q. Now, in your conversation with Mrs. McClintock, let's say the second visit to the house, on February 13, '74, did you have any conversation with her regarding any other attorney? A. Yes, I did.

Q. What was that conversation? A. She says, "Do you know this Brown?"

I says, "No, I don't."

199 She says, "Well, he is known far and wide."

I said, "No, I'm sorry. I don't know him. There are 4,000 lawyers listed in the Cleveland phone book," and she laughed and said, "I guess there is quite a few."

Q. Did you receive any notice of a complaint filed against you in this matter? A. Yes, with reference to Wanda Holbert; yes.

Q. When did you receive this complaint, approximately? A. Let's see. I believe about April. I don't know.

Q. 1974? A. Yes.

Q. Who did you receive it from? A. Gene Henry of the Geauga County Bar Association.

Q. What did you receive from Mr. Henry? A. A copy of an affidavit of the complaint of Wanda Holbert.

Q. Did you receive any communication along with that affidavit of Wanda Holbert? A. Along with the affidavit?

Q. Yes. A. Yes, a comment.

Q. I mean, did you receive anything; yes or no?
A. Yes.

200 Q. What did you receive? A. A statement from Mr. Henry that I may submit an answer brief.

Q. An answer brief, or an answer or letter, or what?
A. An answer.

Q. Are we talking about a legal answer or just a letter? A. A letter, I believe it was.

Q. In other words, it set forth your version of this?
A. Oh, I'm sorry. I misunderstood your question. What did I receive from Gene Henry?

Q. I said did you receive along with this affidavit any kind of communication from Mr. Henry? A. Yes.

Q. What was it? A. A letter.

Q. What did that letter state? A. It stated that there is a complaint lodged against me and that I have an opportunity to file an answer.

Q. Do you mean a legal answer or just to set forth your version of the matter? A. Set forth my version of the matter.

Q. And did you do so? A. Well, no, I filed a motion to dismiss or for a change of venue.

201 Q. In other words, you never filed an answer with Mr. Henry? A. No, I did not.

Q. Now, with regard to this particular complaint, you asked for a change of venue or to have it dismissed? A. Yes.

Q. Was there any response to this request of yours? A. Yes.

Q. What was it? A. That since I accused the committee of prejudice that the matter was referred to the Ohio State Bar Association.

Q. Did you hear subsequently from the Ohio State Bar Association? A. Yes, I did.

Q. Did you hear from any individual? A. Well, Mr. Bell's communication. Yes, I think there was a letter from Mr. Bell. I'm sorry, I am vague on that.

Q. Did anybody visit you? A. Oh, yes. Yes.

Q. From the Ohio State Bar Association? A. Yes.

Q. Who? A. Mr. Martin Hegele.

202 Q. Did you have any communication with this Mr. Martin Hegele? A. Yes, I did.

Q. What was the communication you had with Mr. Martin Hegele? A. He called on me two different times.

Q. Where? A. At 19901 Harvard Avenue. I had a property there at that time.

Q. Did he call on you both times there? A. Yes.

Q. And by any chance, did you give him a copy of the tape that you have of Wanda Holbert? A. No, I played a bit of it for him.

Q. Did you play the tape that you have of the McClintocks for him at any time? A. Yes, a part of it.

Q. Do you know whether he took any notes? A. Yes, he did.

Q. Of the tapes that were played for him? A. Yes.

Q. Did you at any time give him a copy of the tape with Wanda Holbert? A. No.

Q. Did you give him your version of what your relations were with Carol McClintock? A. Yes.

203 Q. Did you give him any information as to your relations with Wanda Holbert? A. Yes.

Q. Did he make any written notes in your presence? A. Yes.

Q. Did he give you any copies of those notes? A. No, he did not.

Q. Do you know what happened to those notes? A. No, I don't.

Q. Have you seen Mr. Martine Hegele since the visits to your place at 19901 Harvard Avenue, Cleveland? A. Yes.

Q. When was the last time you saw him? A. I thought I saw him in the corridor today.

Q. This morning? A. Yes.

Q. Now, I hand you what's been marked Relator's Exhibit 1-A through O which has been stipulated into evidence. Who did you send this to? A. I actually drove down and handed it to Mr. Bell. I am pretty sure this is the one.

Q. Where? A. Columbus, Ohio.

204 Q. What's the approximate population, if you know, of Montville, Ohio? A. Yes, I know. It's about 1200.

Q. Was that the approximate population of Montville in 1974? A. Yes.

Q. Are you still acquainted with what has been marked Exhibit 1-A through 1-O? A. I think I am. I haven't been over it for some time.

Q. I am handing you what has been marked Relator's Exhibit 7. Did you ever get a copy of that? A. Yes, I did.

Q. Handing you what's been marked Relator's Exhibit 4-A and B, is this what you had reference to as the motion for order of dismissal and change of venue that you testified to just a few minutes ago? A. Yes, it is.

Q. You don't recall when that motion was filed?
A. No, I'm sorry.

Q. Was that Exhibit 4-A and 4-B delivered to Mr. Bell? A. Yes.

Q. Personally? A. Yes.

205 Q. Do you know the approximate date of delivery?
A. No, I'm sorry, I don't.

Q. Is there any indication on there of the date?

MR. WEBSTER: There is a filing stamp by Gene Henry dated May the 20th, 1974, received.

THE WITNESS: I might volunteer that I had anticipated making an affidavit so that would orient us at the time.

Q. Did you deliver that to Mr. Henry or Mr. Bell?
A. Mr. Bell.

Q. What's the date?

MR. WEBSTER: It says May 20, 1974.

Q. May 20, 1974, states then it was received by Mr. Henry on the stamp? A. I'm sorry. If it is the motion, I delivered it to Mr. Henry.

Q. Now, handing you what has been marked Relator's Exhibit 9, which has been admitted into evidence, which is a letter from you to Mr. Henry, would you read it?
A. Yes.

Q. Have you read it? A. Yes.

Q. Now, from May 20, '74 to the date of this letter,
206 the date of May 30, 1974, did you have any communication from Mr. Henry, either oral or written? A. Yes.

Q. What was that communication? A. He said that Wanda Holbert could not get her med. paid payments paid to the hospital due to my interest in the claim.

Q. Did Mr. Henry at any time between May 20, '74 and May 30, '74, represent to you that he was the attorney for Wanda Holbert? A. Not directly, but it seemed to me he was writing and speaking on her behalf beyond that of an ethics committee member.

Q. When you were seeing Carol McClintock either the first or the second time, and especially the second time that you just related to us, did she inform you that the doctor had given her any drugs? A. No.

Q. Did you at any time after February 15, '74, receive any medical information as to Carol McClintock while she was in the hospital in Painesville? A. Yes.

Q. Would you have a chance to look at that?
A. Yes, I did.

Q. Are you familiar with what was in that particular
207 report? A. I probably was at the time. My memory is very poor on that now.

Q. Now, as to your conversation with Wanda Holbert which, of course, is on tape, do you remember any of that conversation today? A. Yes, I do.

Q. And what was your discussion with Wanda Holbert on February the 13th, 1974? A. I told her that I represent Carol McClintock and I am investigating the details of an accident, and that I am coming to her and wonder if she could shed any light and give me any information about the circumstances.

Q. Did she give you any answer as to what she knew about the accident? A. Yes, she did.

Q. What did she inform you about as to how that accident happened? A. She said she knows just about nothing, but she got a very severe blow to her head in the accident and that she sort of gave me the impression that she was momentarily unconscious.

Q. During that conversation with Wanda Hobert, did she at any time consent to being represented by you as

her attorney in that matter? A. Yes, she did.

208 Q. At the time you went and visited Wanda Holbert, were you acquainted with Wanda Holbert? A. Yes.

Q. In what way were you acquainted with Wanda Holbert? A. I had also met her at the post office.

Q. And had you seen Wanda Holbert as many times as you had seen Carol McClintock? A. No, I didn't see her nearly as much.

Q. Did you have any discussions with Wanda Holbert at the post office? A. I think so. I don't have a memory of that. I feel that I must have.

Q. But the purpose of seeing Wanda Holbert initially on February 13, '74 was to elicit information from her as a witness? A. Yes.

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Q. Did you at any time tell Mrs. Holbert that they

209 could sue the McClintocks? A. No, I did not.

Q. This is reading from Mrs. Holbert's testimony on November 24, 1975.

"Question. Was that the end of the conversation?

"Answer: No, he says that, 'Did you know you could sue McClintock?' and I said, 'I don't have any intention of suing anyone.'"

Did you make any statement to Mrs. Holbert at that particular time that she could sue the McClintocks? A. No.

Q. Also continuing:

"Question: He said, 'I saw an insurance policy that McClintock has, and you can sue them for more money than you got,' and I said, 'I don't want to sue nobody.'"

Do you remember making that particular statement to Mrs. Holbert at that particular time? A. I did not make that statement at that time or at any other time.

Q. I believe Mrs. Holbert testified that that statement

was made over the telephone to her; is that correct or incorrect? A. I did not make that statement to her over the telephone.

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211 CROSS EXAMINATION

By Mr. Patrick:

Q. Albert, let's go back to just about the time of this accident, around February 2nd. Now, I think you said that your brother was an attorney? A. Yes.

Q. Which brother is that? A. Carl.

Q. Carl? A. Yes.

Q. And you practice with him? A. No, he is rather retired.

212 Q. And you never did practice with him, did you? A. No, I don't think we ever did.

Q. Never had an office together? A. No, I don't think so.

Q. How were you operating at that time; were you operating under your house? A. No, I had an office in the Standard Building.

Q. In the Standard Building at that time. You didn't have that very long after that, did you? A. No, I didn't. I actually got probably about half my business out of my house and the other half in town.

In other words, I got a good deal of Cuyahoga County business, and about half Geauga County.

Q. Then after this accident you already testified here you talked to who, the assistant postmaster? A. He is his brother. He just simply is around there frequently.

Q. That's this Hoffman? A. That's his brother.

Q. Then from the 2nd to the 13th of February, you discussed this accident. Who did you discuss this accident with? A. Nobody. Let me point something out.

Q. No, no, no; I just want to know who you discussed the accident with in that period of time.

213 MR. HAFFNER: Object to cutting off the witness' opportunity to respond to the question.

CHAIRMAN GREEN: Overruled.

A. I discussed it with nobody.

Q. All right. Then in July of '74 you had occasion to talk to Mr. Hegele, the Bar Association investigator, did you not? A. Yes.

Q. Didn't you tell him at that time that you had a conference with your brothers as to what to do about this matter? A. No, I don't think so.

Q. You didn't say that to Mr. Hegele? A. No, I don't think so.

Q. You had a family discussion, didn't you, about what you were going to do about this case? A. No.

Q. Well, you have already testified here on direct examination that you talked to your brother about it?

A. About visiting–

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214 Q. You didn't have any conversation with your brother about going to visit Carol? A. Yes, but not with an interest in the case. I emphasized that. She's a friend and we wanted to know if we should go visit our friend in the hospital.

Q. All right. So you discussed that with your brother? A. Yes.

Q. Do you live with your brother? A. Yes.

215 Q. What's his name? A. Carl.

Q. What does he do? A. He has an occasional patent case, but generally almost nothing.

Q. This is the lawyer? A. Yes.

Q. How old is he? A. 50. I guess 51.

Q. Well, just tell me, what was the discussion about, that you were going to go visit a friend?

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A. I says to him, "Should we go visit Carol? She's been hurt, and apparently it's much worse than we thought."

Q. "Go visit Carol," you were on that friendly a basis with Carol; is that correct? A. Yes, definitely.

Q. You really want this Panel to believe that you were this close to Carol? A. Oh, yes.

MR. HAFFNER: Object to the tone.

Q. You never had any association with Mr. McClintock as far as business, did you? A. Not with McClin-

216 tock. I had no law business with them.

Q. Okay. Just tell us what contacts you had with Mr. McClintock. A. I would meet him at the post office, and I sold him an automobile, and we made a lot of small talk.

Q. It has been testified to about that automobile as to being about six or seven years before. A. I really don't know. I think it must have been about three years.

Q. A number of years before? A. Yes.

Q. And small talk. You called him by his first name?

A. Yes, I did.

Q. And Mrs. McClintock, you called her for her first name? A. I think she wanted me to, but I never did.

Q. She wanted you to? A. She said, "This is Helen," whenever she would contact me.

Q. She would contact you? A. Oh, yes; I got a lot of calls from her.

Q. No, no; I am talking about prior to this?

217 A. Oh, no.

Q. It was, if anything, a Mr. and Mrs. basis?

A. It was with me.

Q. Okay. And no phone calls? A. No, I don't think so.

Q. You don't belong to the same church? A. No.

Q. You don't belong to the same organizations?

A. No.

Q. Now, you say that they should have known you and what you were because of the fact that you ran for a political office; is that correct? A. Yes, and also a good deal of the time I had an "attorney at law" on a placard in front of my house.

Q. And so they should have known that? A. Yes.

Q. They lived a mile away? A. Yes.

Q. Did they pass there regularly? A. I don't know. I don't know where they went, but I feel sure that a small community like that–

Q. They should know you are a lawyer? A. Yes.

Q. When they said they didn't know you were a lawyer, then they would be lying?

218 A. Yes, that's correct.

Q. Now, let's go from the 2nd to the 13th; on that day you had a discussion with your brother about visiting Carol? A. What date?

Q. The 13th, is that right? A. Yes.

Q. On that day? A. Yes.

Q. Everything then began to move on the 13th of February, 1974? A. Yes.

Q. And I believe you discussed this with him in the morning? A. Yes, it would have to be; yes.

Q. Okay. So this started out in the morning, and then, what, at 10:30 or so you went up to–

A. I buzzed her. I phoned her at about, I guess about 10:30.

Q. About 10:30? A. Probably. Maybe 10:00.

Q. Albert, you had never phoned that woman before–

MR. HAFFNER: Objection to the word "Albert." The man has a name.

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219 Q. Mr. Ohralik, that is the first time you ever called the McClintock residence, is it not? A. I really don't know.

Q. You don't remember any other time? A. Unless I might have had some communication with reference to the car they bought from me.

Q. The car deal? A. Yes.

Q. But if it was anything else, it was a business arrangement on the car? A. Yes.

Q. What time did you call her? A. I imagine about 10:00.

Q. About 10:00 in the morning? A. Yes.

Q. And you were out there by 10:30? A. Yes, think so.

Q. And then I believe you also testified that same

220 morning you ended up over in Painesville at the hospital at 11:00 o'clock? A. Yes, that's right.

Q. Were you moving that fast? A. No, probably not.

Q. So how long were you there at the McClintocks' place? A. I would say about half an hour, I think.

Q. About half an hour, and then you went directly from there to the hospital; is that right? A. Yes.

Q. Well, let's get back to when you talked to the McClintocks. You were only asking about Carol; is that correct? A. Yes, that's right.

Q. And they're the ones who initiated the talk about the representation? A. Yes.

Q. So this took place in about what, 20 minutes?

A. I suppose about that, yes.

Q. So you got pretty well into the meat of the situation in a short time?

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A. Well, they took the initiative.

221 Q. They're the ones who took the initiative?

A. Yes.

Q. After your phone call? A. Yes.

Q. And then you went and saw Carol? A. Yes.

Q. And she didn't tell you that she was under the influence of drugs, did she? A. No.

Q. You testified to that, didn't you? A. No.

Q. You didn't ask her? A. No, I didn't.

Q. And when you talked to her, you weren't talking to her then about how school had been and how she was doing away from school and her boy friends then, were you? A. I mentioned that we hadn't seen her around the post office. I did say that, and I heard about her ill fortune, and we commiserated.

Q. The small talk was over pretty quick, wasn't it? A. I don't know. I thought there was still quite a bit of small talk. I think there was quite a bit.

Q. Then you got into talking about a lawsuit? A. Well, she brought it up.

Q. She's the one who brought it up? A. She

222 said a hospital administrator had approached her interestingly enough the day of the accident and, of course, I said, "Yes, it sounds like a good case."

Q. And you said it sounded like a good case? A. Yes.

Q. And a good case that a lawyer would like to have? A. I didn't tell her that, but I said it sounded like a good case.

Q. So you went on from there, and tell us this: What got her onto talking to you about representing her? A. Because she said the hospital administrator had recommended some lawyers, and then I said, "Yes, that's a pretty good case," and then somewhere along the line she said, "Gee, I don't know what to do," and I was wondering whether she meant right there, whether it was boredom with her situation.

And I kind of asked, "What do you mean?" She said, "Whether to hire you."

Q. All right. Now, Mr. Ohralik, what was the conversation then, if any, that you had about this Brown, Mr. Brown? A. I didn't respond; I simply – she had said, she told me – and incidentally, I don't even remember the name of the firm she mentioned, if she mentioned it–

Q. Well, she did mention an attorney, did she not?

223 A. Well, I don't know about specific names. She says that this hospital administrator had recommended attorneys, and I really don't know whether she specified names.

Q. Didn't she say in here this morning that she had talked about Attorney Brown? A. Did she?

Q. I am asking you: Didn't you hear her say that? A. Yes, she did.

Q. Did she not say that at the time? A. I really don't know. I really don't know. I wasn't that oriented.

Q. Did you discuss any other attorneys? A. No.

Q. No one other than Albert Ohralik? A. Well, I didn't even do that. I just chatted with her.

Q. Didn't you tell her about some of the things you could do for her? A. No, I didn't. No, that's a complete fabrication on the part of the previous witnesses.

Q. You didn't say anything about what you could do for them? A. No. Those were new creations to me. This was a novelty to me.

224 Q. And you didn't say you knew about these things and were versed in them? A. No.

Q. That's a fabrication also? A. That's right.

Q. Now, it was two days later then that you took a contract up and had that signed; is that correct? A. Yes.

Q. And then in the meantime you were going back and you saw the McClintocks back at their house? A. When?

Q. The 13th of February. A. Yes, after I saw Carol I saw the McClintocks, right.

Q. And at that stage, did you go over the accident report with them that you had? A. I don't think so.

Q. Well, then, this is another error on Mrs. McClintock's part? A. I wouldn't say that; I just don't have a memory on that.

Q. She said here this morning that you had an accident report. A. I had none. If there was one there, she had it.

Q. You didn't have an accident report? A. No,
225 I had none.

Q. So that's another fabrication on her part?

A. Yes, I brought no accident report, I assure you.

Q. And not at the time you talked about those insurance policies? A. I brought no accident report. If there was one, they had it.

Q. You did talk about those insurance policies that day? A. Yes.

Q. I believe you said that was on the second conversation? A. Yes.

Q. While you were there to see Carol, she testified here today that you left some cards there. A. Yes. I mean, I heard her testify to that.

Q. And that was wrong also? A. That was wrong.

Q. That did not happen? A. That did not happen.

Q. All right. Now, from the second meeting then on the 13th – well, incidentally, let's go back here. Things were moving pretty fast then, weren't they?

MR. HAFFNER: Objection.

What does he mean by that?

226 Q. Well, we found out it was 11:00 o'clock that you were at the hospital, so to get to the McClintocks'

residence back from your second trip at 1:00 o'clock really pressed you, didn't it? A. I was possibly there 1:30.

Q. Well, that was pretty fast movement. How long does it take to get to Painesville hospital? A. Not long. You can certainly do it in a half hour. You can certainly do it in 15 minutes. Well, not certainly, probably do it in 15 minutes.

Q. Well, how did you do it? A. It would take me a half hour.

Q. So then you really didn't have too much time to talk to these people when you were on the road a good bit? A. Which people?

Q. Well, if you were at the hospital after 11:00 o'clock, it must have been at least 11:30 when you were there? A. Yes.

Q. And you had to talk to her a little while even to get into the meat of the thing? A. Yes. If there is an error in time, I would feel more reassured that I was at the hospital at 11:00.

Q. Well, you said you didn't get to McClintocks'
227 until about 10:30? A. Well, if there is a discrepancy – certainly, I wasn't punching a time clock. Maybe I was there a half hour sooner.

Q. You mean you might have been at McClintocks' at 10:00 o'clock? A. Could be.

Q. Well, I think she said today here that you came a couple hours after your phone call. You must have called her pretty early in the morning? A. Well, she was wrong. It was not too much time.

Q. It wasn't that much time? A. No.

Q. Then it had to be around 9:00 o'clock in the morning? A. I would think around 10:00.

Q. Let's go on then. After the second meeting there in the afternoon, you went down to Wanda's house?

A. Yes.

Q. Now, you didn't really know Wanda, did you? A. Not nearly as well, but you will recognize on the tape that she and I exchanged comments on the fact–

Q. Wanda? A. Yes.

Q. You know her as Wanda? A. No, I didn't

228 know her as Wanda.

Q. Did you know she was Holbert? A. No, I didn't know that either.

Q. You just knew a face? A. Yes.

Q. And you didn't see her very often down at the post office? A. Not nearly as much. I saw her occasionally.

Q. You went down there and walked up to the door, and I believe you testified you were there about 20 minutes, didn't you? A. Yes, about that, I guess.

Q. And that the tape that you turned over here concerning Wanda was just about all the conversation that you had? A. Yes.

* * * * *

229 Q. So then, Mr. Ohralik, you are telling us here that Exhibit 2, showing you a copy, was submitted prior to this time; is that correct? A. Yes.

Q. This is the conversation you had with Wanda Holbert on February 13, 1974? A. Yes, the cassette is; yes.

Q. And you typed it out, did you not? A. Yes, I did my best.

Q. This is essentially all the conversation you had with Wanda that day? A. Yes.

Q. There was very little more? A. Just hello and goodbye.

Q. Just the introduction? A. Yes.

Q. So then Wanda's testimony at the last hearing we had then is entirely incorrect as to what happened? A. Yes, that's a categoric lie, yes.

Q. And when you came there, you announced immediately that you were there to talk to her as a witness? A. Yes, absolutely.

Q. Now, your tape doesn't exactly say that, does it?

230 A. I don't know.

MR. HAFFNER: Object. The tape speaks for itself.

CHAIRMAN GREEN: Objection sustained.

Q. Well, let me ask you this: Mr. Ohralik, didn't you talk about her possible recovery under an uninsured motorist clause prior to talking to her about being your witness? A. No.

Q. You didn't do that? A. No, I didn't.

Q. Let me show you Exhibit 2–B, and I ask you to take a look at that. A. At some particular point or shall I read it all?

Q. Start at the top and read it halfway down.

(Witness reads document.)

* * * * *

231 A. Well, the text of it then – I incidentally said, "You have a case," but I was talking about McClintock all of that time.

Q. You were talking about McClintocks in this large paragraph here? A. Yes.

Q. When you say, "In fact, you have, too, you know." A. That's a parenthetical remark, but the entire context–

Q. Pardon me, Mr. Ohralik. You said after talking about money, $12,500–" in that policy – "In fact, you have too, you know." That's a parenthetical expression? A. It certainly is. The prior text was all about McClintocks.

Q. You followed up by saying, "Yeah, you have a claim you can for money up to $12,500. So there is a little tip I'm telling you." A. Yes.

Q. Then you went on? A. Yes.

Q. Now, in the course of that you said there was about a 20-minute conversation you had with her?
A. Yes.

Q. And this is essentially it in here? A. Yes, that's it.

232 Q. Have you read through it to refresh your recollection? A. I read your page. No, I haven't read it over.

Q. But you have read it over some time in the last year, haven't you? A. Oh, yes, a year.

Q. Do you realize that most of that exhibit has to do with representing her rather than any witness matter?

* * * * *

A. Well, I went over there to interview her as a witness, and she had nothing to tell me.

Q. You had a lot to tell her about her case, didn't you? A. Yes. Well, I mean, I made some comments.

Q. "Well, if we get $3,000, I'd get 1,000, you'd get 2,000." Did you tell her that? A. Yes, I told her that.

Q. Now, you really didn't even know this family, did you? A. No, not as a family, no.

233 Q. And when you got talking about her case, tell the Panel what other lawyers you recommended her to go see. A. I didn't recommend any.

Q. You didn't recommend any, did you? A. No.

Q. You didn't even tell her that she could go and see another lawyer? A. I told her, and I think it is implicit.

Q. You didn't tell her that there was a possibility that she could go to another lawyer? A. I think that's elementary. You can take judicial note of that.

Q. You didn't even know how to spell her name properly, did you? A. No, I goofed it up a little bit.

Q. You didn't know her father was dead?
A. No, I didn't know that.

Q. You didn't know her mother's first name?
A. No, I didn't.

Q. Then the next day you called and got ahold of her mother, didn't you? A. Yes.

Q. And that's when the trouble started? A. No.

234 Q. You never could crack the mother, could you?
A. No, but I gave her an awful lot of free advice. I think that's my problem.

Q. You gave it a good pop, didn't you? A. I gave her enough so that she could work with it herself.

Q. You got a letter a short time after that firing you on this job, didn't you, if you had been hired?
A. Some time later.

Q. I think you stated in here really the only basis of your hiring was the fact that, "So, all you'd have to do is tell me okay and I would represent you if you want," and she says, "Okay," and you say, "Okay," and she says, "Uh-huh"? A. I would say that most of my clients have essentially that much of a communication.

Q. What was your contract of representation?
A. I think most of my clients, that's the way I practice law.

Q. Now, you knew the next day from her mother that they didn't want you to represent them? A. I heard from the mother, but I didn't hear from Wanda.

Q. But it was a different situation with the McClin-
235 tocks? A. In what sense?

Q. You kept a nice relationship up with Mr. and Mrs. McClintock? A. With everybody.

Q. With everybody in that deal? A. Yes.

Q. But when you ran into the opposition with Mrs. Holbert, it was Wanda's case 100 per cent, wasn't it?
A. Everybody.

Q. Now, even up to the point when Mr. Henry got into the picture, and I believe it's your claim that he got in as an attorney; is that correct? A. Well, I don't know. He had me confused.

Q. Now, let me ask you this, Mr. Ohralik: When you got down to the point where it was a matter of you were asked to release his client as far as the insurance company was concerned– A. I was asked to, yes.

Q. –and you didn't do it, did you? A. On the med. pay I waived, and she said that she would never claim under the tort aspect of it.

Q. You were messing around with that med. pay when actually you were asked about the loss of wages claim. That's what she wanted to settle along with it at
236 that time? A. No, she said her only interest was to pay the medical bill.

Q. That wasn't the communication that you had with Mr. Henry that you were talking about in your own exhibit? A. What does it say?

Q. Didn't Mr. Henry write you that letter (indicating)?

MR. HAFFNER: Which letter are we referring to?

MR. PATRICK: May 24, 1974.

A. Yes, that's right, and that was Mr. Henry's idea, not hers.

Q. You talked a little while ago about that being a loss of med. pay instead of loss of wages?

A. Yes.

Q. Then you only agreed that whatever release you gave later then on that matter was only with respect to med. pay; is that correct? A. Yes.

Q. Now, subsequent to then you went ahead and sued Carol McClintock? A. Joined with the insurance company.

Q. Joined with the insurance company?

A. The insurance company was a defendant also.

Q. The insurance company sued her? A. No,
237 no. I joined Carol as a defendant with the insurance company as a defendant.

Q. Have you sued Wanda Holbert? A. No.

Q. You talked about a tape, Respondent's Exhibit B? A. Yes.

Q. Is this an original tape? A. Let me see. (Handing.)

If it is not, it's identical.

I don't think that was the original.

Q. Who has the original? A. I do.

Q. Why didn't you bring the original in?

A. Wait a while. I think that is the original at that.

Q. You didn't testify on direct examination that it was. Now, which is it?

* * * * *

Q. You don't know if this is the original or not?

A. No, I don't.

238 Q. You brought it in? A. Yes.

Q. Is this a common practice you have when making tapes? A. If I think I can get all the information, I make a tape. It depends on the witness or the person I am interviewing. If I think I can't take all the information down fast enough, I make a tape.

Q. When you talked to Mr. Haffner about this case, did you tape the conversation? A. No.

Q. Have you started any cases in the last couple of months? A. Yes.

Q. Have you taped conversations there? A. Yes, I think I did, yes.

Q. In every case? A. Not every case.

Q. Would you say, Mr. Ohralik, that when you taped these conversations it's where you think that you might have to show something later? A. No, it's because I can't write fast enough, and I tape.

Q. You don't like the people then to feel uncomfortable, so you put the tape under a coat? A. Yes, some-
239 times I put it out in the open. If the person is loquacious, I make it conspicuous.

Q. Now, the McClintocks are loquacious, are they not? A. No – well, yes; I think they are.

Q. But you didn't have any trouble resolving to tape them under the coat, did you? A. No.

Q. Now, are you in the habit of making copies of these tapes? A. No, I did that for this.

Q. Just for this one? A. Yes.

Q. You haven't made copies in any other cases? A. No, I never did before.

Q. You have some threats out to sue Wanda Lou Holbert in her case, have you not? A. Yes.

Q. When was the last one? A. Several months ago.

Q. Is that in writing or did you just call her? A. I sent it in writing.

Q. Would you tell this Panel whether or not you feel that Wanda Lou Holbert owes you money today?

* * * * *

240 A. Yes, I feel she does.

Q. So you feel you had an attorney-client relationship with her? A. Yes.

Q. Mr. Ohralik, in your conversation with Wanda Lou Holbert on February 13th, of which you have a taped conversation reduced to writing, you talked to her the afternoon of February 13, 1974; is that correct? A. Yes.

Q. That was the day you had been to the McClintocks', been to the hospital, been to the McClintocks' and back to her place? A. Yes.

Q. With reference to page 2-B, you told her:

"Question: And you were on your way home. It

was about 2:00 o'clock in the morning. Then this.

"I took a ride out there and I took some pictures. It's Girdled Road and Route 44, isn't it?

"Answer: Yeah.

"Question: And I kind of sized it up. It's sort of a divided highway at that point any more. . ."

You described what might have happened in the accident. Tell me and tell this Panel just how much you had done before February 13, 1974, with respect to this acci-
241 dent? A. Nothing.

Q. You did that all in that day? A. Yes.

Q. You had a very busy day then on February 13, 1974, did you not? A. I didn't think it was so busy.

Q. In addition to that, you wrote these two letters? A. Yes,

Q. I think they were both to Lightning Rod Mutual, were they not? A. Yes.

Q. And the Beedlow Agency? A. One caption will copy each.

* * * * *

Q. Those were written on February 13, 1974? A. Yes.

Q. Neither Wanda Lou Holbert nor Carol McClintock were former clients? A. No.

Q. Under any stretch of the imagination were they?
242 A. No, they were not.

Q. And neither one of them is related to you in any manner? A. Neither is related to me.

* * * * *

EXAMINATION

By Mr. Webster [Panel Member]:

Q. Mr. Ohralik, when did you take these pictures at the scene? You said you had been out at the scene?
A. Yes. On my way back from – let's see. On my way back from Carol.

Q. At the hospital? A. Yes.

Q. Now, you hadn't been engaged to represent her at that time? A. Yes, that's true.

Q. You just came by and took some pictures because you were curious? A. I have a camera in my car. I have two of them right now, and I take lots of pictures, and this was more occasion than usual to take pictures.

I take a lot of pictures even if not related to any litigation.

Q. Now, it's my understanding from your testimony that the reason you were going to go back to her folks' house, to Helen McClintock's house, was because Carol asked you to tell her folks to stop by and see her that night? A. Yes.

Q. That's the reason? That was the only reason you were going to go back there? A. Yes, it was. I would have no excuse to go otherwise.

Q. So you stopped, however, on the way from the hospital and took some pictures of the scene, not having been engaged, but just because you were interested?
A. Well, I thought it would be a good precaution.

Q. And then you stopped by her house; is that right?
A. Well, I went home first and got my recorder.

Q. To pick up your recorder? A. Yes.

Q. You wanted to have your recorder with you when you went to see her mother and dad? A. Yes. You never know what might happen.

Q. Yet your only purpose in going there was to tell them that their daughter wanted to see them? A. Yes, that's true.

Q. So you tucked the recorder under your coat just to deliver your message? A. Well, I never knew what might develop when I was over there.

Q. Did I understand you on direct examination to indicate that part of the discussion with Mr. and Mrs. McClintock is on Respondent's Exhibit B, the other tape?
A. Yes.

Q. That discussion with the McClintocks is partially on Side 1 and partially on Side 2? A. No, everything is on one side. See, I couldn't switch it while it was under the raincoat.

Q. So you didn't switch it while you were there?
A. No. I might say, incidentally, that there is a recording on both sides, but it's the same subject. One is much better than the other.

Q. Well then, I thought you said that was an original tape, Respondent's Exhibit 2? A. Well, it is.

Q. It's an original tape? A. Yes.

Q. It's the orignal of your second conversation that day with Mr. and Mrs. McClintock? A. Yes.

Q. And on Side No. 2, however, you say that is a copy? A. That I made from the original. I made several other copies, and then from some of the copies, I put it on the second side.

Q. So Side No. 1 is an original, and then you transferred that to a better tape; right? A. Yes.

Q. And from that other tape you put onto Side No. 2 of Respondent's Exhibit B? A. Yes.

Q. Now, when you left the McClintocks' house to go across the street to talk to Wanda, did you use the flip side, the other side of that tape with the McClintocks, or

did you put in a fresh tape? A. No, I was at McClintocks' first.

Q. Right. And you used a portion of Side No. 1? A. Yes.

Q. Then you left their house and went across the street to Wanda's? A. Yes.

249 Q. Now, did you then flip the tape at that time or did you put in a new tape? A. No, I continued on the same one.

Q. You continued on the same one? A. Yes.

Q. On Side No. 1? A. I think it's actually Side No. 2, I think.

Q. Oh, so it's on Side No. 2? A. I think.

Q. Well then, did you erase that when you duplicated from this other tape that you inserted in the copying mechanism? A. No, I did not.

MR. WEBSTER: May I see Respondent's Exhibit B?

(Handing.)

Q. Side No. 1 contains the original of the discussion with Mr. and Mrs. McClintock; right? A. I don't really remember now.

Q. You testified a few minutes ago first that you didn't remember, and then you testified that this was an original tape.

Side No. 2 is the original? A. Yes.

Q. Then what's on Side No. 1? A. I think the

250 same thing.

Q. It's a copy of Side No. 2? A. Well, I think it's a copy of a different tape that I made from 2.

Q. Is that a duplicate of the conversation that appears on Side No. 2? A. Yes.

Q. Just so I get this clear in my mind, you went into the McClintocks' house and you had Side No. 2 of Respondent's Exhibit B in the machine? A. Yes.

Q. I see this is a C-120, which means there is 60

minutes on each side, isn't that right? A. No, it's–

Q. 60 minutes each side? A. Yes, that's right.

Q. 120 minutes total? A. Yes.

Q. So you talked with the McClintocks, and you left there and you shut the recorder off when you left? A. Yes.

Q. Did you take this out of the machine at all when you went over to see Wanda? A. No.

Q. You just left it in? A. Yes.

251 Q. You got to Wanda's house and then you turned the machine on again? A. Yes.

Q. Did you have occasion to flip the tape from Side 2 to Side 1 while you were at Wanda's? A. No.

Q. So that you got the entire conversation with the McClintocks, and the entire conversation with Wanda, all on Side No. 2 of this exhibit? A. Yes.

Q. And at the present time that's what it contains? Side No. 2 contains the full text of both discussions? A. Yes, other than maybe hello, goodbye.

Q. And Side No. 1, does that contain the full text of both conversations? A. I think so.

Q. Now, you made the telephone call to Mr. and Mrs. McClintock because you thought that Carol would be home; is that right? A. Say that again.

Q. You called Mr. and Mrs. McClintock on that morning of the 13th because you thought that Carol was home? A. I thought she might be.

Q. And you were going to go, I believe you said, for

252 the purpose of cheering her up? A. Yes.

Q. Is this a customary practice with you cheering up people that have had accidents? A. Yes; friends, yes.

Q. Pardon? A. Yes, friends. I call them friends.

Q. You frequently do this? A. Yes.

Q. Even if you only know them casually? A. Oh, no, not too casually, but I thought I knew her well enough.

Q. Now, just to go back to the time schedule again, and I don't mean to belabor this because Mr. Patrick has been over it; but I think it all started around 10:00 o'clock when you called Mrs. McClintock; is that right? A. Yes.

Q. And then within an hour, let's say around 10:30, you got to the McClintocks' house? A. Yes.

Q. How long were you there, about 20 minutes?
A. I think something like that.

Q. So that would have been up until 10:50?
A. Yes.

Q. Then you left there and went straight to the hos-
253 pital? A. Yes.

Q. I think you said that would take you about half an hour? A. Yes.

Q. So that would have put you at the hospital at about 11:20? A. Yes. I think it would be earlier, though, but – I think it would be earlier. Apparently some of my other times are off.

Q. Let's say 11:10. So you are at the hospital; how long were you with Carol at the hospital? A. I thought 40 minutes to an hour.

Q. So you would have left the hospital around noontime then? A. Yes.

Q. And then you stopped at the scene of the accident. Is that a direct line from the hospital? A. Yes, Route 44.

Q. How long were you there taking pictures?
A. Oh, five minutes probably.

Q. And then you stopped at home? A. Yes.

Q. Did you eat? A. No.

254 Q. You picked up your tape recorder, so you probably didn't get back to McClintocks' house until about 1:00 o'clock; is that right? A. Yes, I guess that's right.

Q. And you were there for how long, the full length

of this tape or at least a portion of this tape? A. 40 minutes, I would say.

Q. Then you went across the street to talk to Wanda?
A. Wanda.

Q. Then you went back home? A. Yes.

Q. Then you wrote this letter? A. Yes.

* * * * *

Transcription of taped conversation
of Arnold McClintock, Helen McClintock
and Albert Ohralik about noon, 13 February
1974 in the McClintock home in Montville, Ohio.*

Al: I know how that is. I was talking with Carol, we we chatting and she said that I told her I was thinking of going over and having a look at the car that was damaged. She wasn't sure where it was.

Mrs.: We don't even know ourselves. The insurance company took it away Friday morning.

Al: I see. Well, she mentioned that she thought it was on Route 21 in Perry and so I thought maybe I'd go and look around there a little bit, and . . .

Mrs.: Could I take your coat, dear?

Al: No, that's alright. I'll let it sit there, it's just as well. And so, I told her that I'd like to go over and maybe take some pictures. I took some pictures of Carol in the hospital.

Mrs.: Did you?

Al: Yes, I've got a flash bulb and I took some pictures. I thought that might be kind of handy if there is any kind of argument . . .

Mrs.: Well listen, uh, where did that thing go to, Daddy?

Mr.: Well, I don't know. You're the one . . .

Mrs.: Jeepers.

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*The three individuals are identified in the transcribed conversations as follows:

"Al" – Albert Ohralik
"Mrs." – Mrs. Helen McClintock
"Mr." – Mr. Arnold McClintock

Al: Is that the policy of insurance? Yeah. I mentioned to her that I talked with you folks a little big and you pointed out, and correctly so, that she is an adult now and it's her own matter and so I says to her if she wants me to go to work, I'll go to work . . . if she wants to engage me on it, I'll be very happy and I'd start working on it . . . I'd go and probably interview that fellow – he is in the hospital, too, there, you know. The fellow that hit her . . . I'd go over there and start working for.

Mrs.: Yeah, I . . .

Al: And so I thought I'd go over there and start interviewing him and possibly go down and get some pictures of the car because I wanted to be in a position to . . . honestly state, oh yes, let's make out the accident report. Un, hunh.

Mr.: This is the one I got from the Beagle Insurance today . . . Insurance Agent, you see he signed his part up there.

Al: Un, hunh.

Mr.: Now, the highway patrol, they give us one here that un, . . .

Al: Yeah, that's right. There's at least three parts. There's a medical part back here. See now here, here's how much it would cost to repair the car. The garageman's figure. Here's the doctor's figure down here . . . on what the injuries are. Now, I think the thing to do with this is to send it in as much information as you have and then send it on . . . a statement later when you get more information supplemented. But the thing that I was really interested is in your policy of insurance. That's what I wanted to look at.

Mr.: Well, the highway patrol man, he gave us one of them papers there (two of each) to send in, there's the one you send in to get the, the $3, to get the, um, to get the report, to get the complete report, including pictures. He said he took the pictures over there and we will get the pictures too, so I imagine probably maybe with both cars.

Al: They'll have a good report. I've gotten those a lot of times. I tell them we need a good report. You send the $3 like you did, they'll come through very nicely. Now you see, this here is, I'm quite sure is a renewal of the policy.

Mrs.: This is the first and this is the second down here.

Mr.: The truck, that's number one and the car is number two.

Al: But I feel there must be a policy of several pages with a lot of writing on it, unh,

Mrs.: No, that's the policy . . .

Al: There would have to be another one. You see this is an endorsement. See, this is . . .

Mr.: The original policy down here . . .

Al: See now, that unh. Let's see what we have here. We have bodily injury . . .

Mr.: This is a continuance of, you know . . .

Mrs.: Continuance . . .

Al: Yes, that's right. This is a renewal on it.

Mrs.: (unintelligible)

Al: Well, a thousand each person. Well now, that's a nice help, that's a great help. Now, let's see . . .

age, age, there's a $25,000, each is $25,000. $12,000 . . . $25,000 on the liability, that's in case you hit

somebody else. Now let me see, uninsured motorists, good that you have that, good, very good, very good.

Mrs.: Are you reading the second one down there?

Al: Yes, yes, right here, Uninsured Motorists and unh, now, it doesn't say on here how much the coverage is on the Uninsured Motorists but I'm sure the original policy would have that, uhn, could you take a look. Here it is, $12,500, $12,500 each person and $25,000 each accident. Now, the girl next door . . . it's over here, isn't it? Oh, I see. Is it on the same side of the road?

Mr.: Across the road.

Mrs.: Third house up on the north.

Al: Oh, and on the other side, I see. Now, unh, her brother, I guess it was, was over there and he said . . .

Mr.: Brother-in-law. Her sister . . .

Mrs.: Brother-in-law . . .

Al: Oh, that's right, these people are Holbrook, no, no, the Holbrooks are, is the

Mrs.: Girl

Al: That's right, the that's her maiden name and

Mrs.: Holbert, H-o-l-b-e-r-t

Al: Oh, did I have that wrong?

Mrs.: Yes.

Mrs.: Mrs. Holbert, mother's name is Marie and her father's (unintelligible)

Al: That's right.

Mrs.: You know her father's dead.

Al: Oh, I see. Now, their maiden name, of course, is not Holbert, its the . . .

Mr. & Mrs.: (unintelligible)

Ms.: It's Fike.

Mr.: Was in there was down there, Theresa. That was the sister, and unh, mother-in-law down there

Mrs.: His name was Gary.

Al: That's right, Gary and Theresa Holbert.

Mrs.: Fike.

Al: Fike, that's right. Holbert, I guess, yes, I see.

Mrs.: Fike, spelled F-i-k-e.

Al: And then there's Marie and Wanda Holbert. Now, here's one thing about an accident like this, about a claim like this that I think will ease your mind an awful lot. Now, the law says that when unh, you see in the old days before they had very many cars, people used to ride together a lot, and if somebody rode with a person and they had an accident, the person who was riding, they would kind of get together and they would say that I would sue you, and they would kind of get together and, and then they could sue one another and they would collect and then the insurance companies got smart and they went down to the legislature in Columbus and they had to pass laws. And the law they had passed was called the "Guest Statute." And, that means this, I a guest is someone who is driving in the car with the driver, the guest cannot sue the driver for any accident unless . . . and this is . . .

Mrs.: He is a paying guest.

Al: Yes, so that's the law, Yes, that's one condition,

there is another one condition. That is if he was a real wild, wild driver and the person who was riding protests and says "ease up" Say, please ease up, please give me a break, take it easy, please let me out." Now, if that happens, then the person could sue.

Mr.: Yes, you know because (unintelligible) unh, unh, driving that Electra, you see . . .

Al: That's right. Recklessly. Wantonly and wilfully recklessly. You see, now in that situation, that eases the problem, you don't have to worry about having the other party suing. Well, in that situation, you don't worry. Anybody can sue anybody else but whether you can win or not, is another matter, you see. So that makes it fairly safe. I think the best course of course is to talk with Wanda. I think it would be interesting to talk with her and get her version and kind of get her on, as though she . . . and calm her down and get her to thinking towards the other side, you see and also on the uninsured motorist.

Mrs.: Well, when we were down to the hospital one day, she was with me and we asked Carol what she thought of the situation, about the guy, you know, she said "Mom, I wish he'd die." I said no, I said no dear, you're wrong. I said let him live and be punished in another way . . . I said if he died that would be the end of it.

Al: That's true. He wouldn't have any problem any more.

Mrs.: Right, I said, that would be the end of it. But, I, just like this other insurance pointed out to her,

he said you can sue him, said the agent, he said you can sue him.

Al: Sure,

Mrs.: And, unh, we do that it can be done.

Al: Sure,

Mrs.: It can be (unintelligible) both of them can be can sue him.

Al: That's right.

Mrs.: And, but Wanda swore up and down she would not do it. And, we (unintelligible) they release her today.

Al: Yes, I noticed. I checked at the hospital and they said she wasn't in.

Mrs.: Now if that didn't rattle me for what I couldn't get over it.

Mrs.: Yesterday she couldn't walk and today they released her.

Al: Jesus

Mrs.: Tonight she's going to school.

Al: On my gosh, well . . . it's at night, she goes to college, or what?

Mrs.: No, she's going to night school.

Mr.: No, the high school down there has got night courses. Carol was taking a course down there, but Carol finished up hers in the middle of January.

Al: Oh, I see.

Mrs.: In the middle of January.

Al: Oh, that was nice, um, hunh.

Mr.: Wanda, she says she is still going to go there, I guess until May or . . .

Al: Now, here's a situation on these uninsured motorists problems, I had to contend with these quite a few times myself. Now, a person comes along, now, starting off, Carol has a perfect lawsuit against the other fellow. Now, if he doesn't have insurance and he doesn't have a home now, that's when your uninsured motorist comes into play, you see. If the other fellow doesn't have anything, now what she does, Carol goes against your own insurance company, Lightning Rod Mutual Insurance Company and she asserts a claim. And then we have to show the Insurance Company that there was no insurance on this other guy.

Mr.: (unintelligible)

Al: Yes, on Bennett. Now what we do is approach him and say do you have insurance and he says no, sorry. Let's make an affidavit and when we put it in the affidavit I would say, I, Charles Bennett of such and such an address, being first duly sworn according to law, depose and state that I own such and such an automobile, that I, on the 2nd of February, 1974, this automobile had no liability insurance on it, especially on the occasion when it collided with the automobile driven by Carol McClintock and he signs that, then we submit that to your insurance company and then we start talking with them about how much money they should pay, and . . .

Mrs.: In other words, you talk to the insurance on this liability and the settlement?

Al: That's right. See if you can settle it. Then you talk to them and show them why you say, here this young lady has a terrible scar, she's a charming young lady and it means an awful lot to a

young lady. She has broken legs, she has had pain and suffering. She has limited movement, she's been confined from the job, she has lost pay . . . well, she didn't lose pay, she was laid off from her job, I think she said . . .

Mrs.: Yes, she was temporarily laid off.

Al: Um, hunh.

Mrs.: She wasn't laid off indefinitely.

Mrs. and Judy, the girl she's been working with, she's just 2 or 3 days.

Mrs.: Yeah, she's only been off (unintelligible)

Al: Yes, so then what you is you present that to the insurance company, you say now, look, here is a policy of $12,500, and now, pay us off and the company might say yes, we owe you money, we'll give you $4,000. You say, $4,000, balogna, you give us $12,500, because this is certainly the maximum, and then if the company doesn't pay it, then you sue them.

Mrs.: Um, Hum. . .

Al: See, that's the way it's done. You simply say you pay up what we have coming.

Mrs.: Well, what if that don't give you the unm, won't sign the affidavit. . .

Al: Well, then the way you do it then is you sue him. And then when you sue him you you will find out that no insurance comes in to defend him, see, that's why you have an insurance company. If no insurance company comes in to defend, then you can take that case and you can dismiss it. But, you get an entry from the court showing that that fellow, that the insurance, that the lawyer or no lawyer, that, that lawyer was not hired by the insurance company and then that's good enough, then you can get rid of that case and you can go from there. But, the sad part of the whole thing is that I think that Carol's injuries are worth more than $12,500, that's the thing that's so tragic about it.

Mrs.: Well, that's what we keep saying . . .

Mr.: Well, . . . that's what I say . . .

Mrs.: She's got to go under a lot of suffering . . .

Mr.: How do you go into setting a price on (unintelligible.) She broke both legs, it's all she's got, and walk, we don't know what's she going to have complications afterwards, and so, (unintelligible) even $25,000 even maybe is, maybe is a small amount

Al: That's right, that's right, it's very sad.

Mrs.: (unintelligible) her life and . . . (unintelligible) all of her time, and.

Al: Sure is . . .

Mr.: She's never going to be what you say normal 'cause anytime you've had a broken bone, why, it could take, a lot of times the weather, it can pain you afterwards a lot. Now, I got an uncle there, that back in the 30's, he was working at Euclid Crane and they was driving in the parking lot and they had the "i" Beam (unintelligible) the "I" Beam so they was keeping it, uh, around, unintelligible, it jumped up and hit and threw him up and the "I" Beam come on his arm and broke his arm and shattered it up and, uh, the company, they give him, of course, an bargain afterwards, but that arm is still (phone rings) crooked and he couldn't work construction, he couldn't work in structural steel

work anymore on account of he that arm wasn't as strong as it used to be

Al: Right.

(Mrs.) Talks on the phone.

Al: To Mr. McClintock's statement, "I see."

Mr.: See, some of the times he could be, uh, cutting a person's hair and then, unintelligible, in his left hand and, um, and have the comb in his hand and he would drop and he would never know that he had dropped it out of his hand.

Al: Now, I see. Well, so now, unintelligible. I would like to take a few notes on this. This is Lighting Rod Mutual. Now, see that's the part that's sad about it 'cause when you go against your company all you can go for is the amount of this $12,500, see, that's bad. (Directs conversation to Mrs. What I was just mentioning to Mr. McClintock, Mrs. McClintock, the thing that is sad is that the most you can go is for $12,500. Because that's all the policy is. But, um, now, did the other guy have or we don't know what he has and, um, it's probably nothing, so you have that problem. Um, what to do. I, I, un, it seems to me. Well, what we should do, I think, is this is to conduct an investigation of this fellow and, there's a lot of ways you can do it. You can go over and talk to neighbors, you can look at work records, you can look at city directories and see if he is working, see if he owns property check the records in the Recorder's office to see if he owns property and all that and then you can check up on whether, on what his financial worth is, and, um, Then you can determine how much in assets he has, But, uh, fortunately, on

these things, you don't have to act real fast. Now, the law says you have within two years to sue in a case like this. From the time I, that the accident happened. But, that is true of the person who caused the accident. You have two years, now, on a matter of an insurance policy, that doesn't follow, they can change the period of time in which to sue an insurance policy cause it's a contract. A policy of insurance is a contract. And a contract will set forth how soon you have to file suit, but I do feel almost positive that it's certainly a year. I feel that you have at least a year. So, the thing is that you don't have to do anything real fast, you see, there's no great rush, rush, about the whole thing. And, um, if you can look into it and check it out. Check out the . . . now what I would like to have you do is look some more and find the original policy.

Mrs.: I'll see if I can find it, in the safe, but I want to ask you some questions. On this um, girl who was in the hospital, say, supposing on that $12,500, supposing that um, she lives and comes out of it o.k. and now she has left the hospital, are we in any way responsible on this insurance for her?

Al: No, she, I, I, can see no basis for which she can contend. First of all, her claim is against Carol if she if she has a claim, if she a claim, not you.

Mrs.: Yeah, un, hunh.

Al: Not you, because Carol is the one who was in the car when it happened. There is a kind of far-fetched theory which says that maybe you folks were careless in turning a car over to Carol because Carol was not a good driver. now that . . .

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Mr.: Oh no. Now, I paid $85 for her to take the course at Suburban Driving School.

Al: Oh, I'm sure that she is good. It's just that I'm saying what other people might say.

Mr.: Yes, unintelligible, they claim after taking a driving course like that even the insurance companies give you a better (lower) rate on policies.

Al: Yes, the real answer to you, Mrs. McClintock, is really this, you ask if anyone can sue you. Anybody can sue anybody else.

Mr.: Oh, yeah, that's what I always say, there is no justice to law.

Al: Well, it's not only that. But they can file a case. But there are some they are sure to lose, some are sure to lose. I thought I heard a knocking outside.

Mrs.: (unintelligible) I'll go look. I baked some Brownies. (unintelligible) She forgot to bring some home from the hospital. She said I want them so badly, they were so good. (unintelligible)

Al: But, um, But strictly on that question of whether they can sue. Sure, they can file a law suit, but they're not going to win one like that because when Carol was handling the car, and especially if Carol had her driver's license, and the car was legitimate, it was not a stolen car or something like that. I can see no basis for that they can bring an action against you. I can see no basis for it at all. There is no question, she is entitled to $1,000 on the medical – the other girl is, and she, of course, can bring her own $12,500 claim against the Insurance Co., but to come against you individually. I can see no basis for that, I can see no basis for that.

Mrs.: Well, put it like this, supposing they had to pay out of Carol's up to $25,000.

Al: Well, that is for 2 or more people. $12,000 is the most for any one person. And $25,000 is for any combination, 2, 3, 5.

Mrs.: Ok, well it would be $12,500 apiece.

Al: Yes.

Mrs.: Alright well will that affect our insurance do you think?

Al: No I don't think so, No I don't think it will affect it.

Mrs.: Because we weren't at fault in any way.

Al: No, heavens no. I'm sure of that. I took some pictures by the way of the scene. It was Girdled Road – that's were it happened.

Mrs.: Yes

Al: And I've got some pictures of that. It's a nice wide road – there is no excuse for him doing what he did and far as Carol is concerned I can't see how she did anything wrong.

Mr.: Now my 2 boys went down there and they were talking to one of the guys at the gas station who towed it away and he said that she was definitely clear over off the pavement on the black top.

Al: I see.

Mr.: On the edge there.

Al: On the west edge.

Mr.: Ya, so he comes across the centerline and across and she was clear over there on the black top and there on the edge well he was more than at fault.

Al: Way more than at fault – that's right. Now she must have seen him coming that's why she moved.

Mrs.: She said that she got as far over as she could get and she said it just happed so quick Momie she said I didn't

Al: Yall

Mr.: The highway patrol man showed us a picture just like this road here the centerline here –

Al: Uh huh.

Mr.: He had her car settin like this.

Al: Uh huh.

Mr.: And the guy who towed the car away he said it was on the blacktop more than on the edge of the road. Of course, the highway patrolman said when he got there it was snowing and storming then and people where around then – he said you couldn't see no skid marks or anything because everything was all covered up.

Al: Uh huh.

Mr.: But he said that this Bennett come across the center-line and hit her head on.

Al: Sure looks that way.

Mr.: But she was hit the hardest on this left corner.

Al: She was trying to angle away.

Mr.: Up there the bumper was hit right into the tire and cut the tire halfway in two.

Al: Oh no.

Mrs.: Do you want me to look for that thing?

Al: Yes that would be handy if you could find it, Mrs. McClintock. Let's see let me jot down here this

policy. O yes, you must have bought the policy back in 1964 and then you got renewals after that.

Mr.: Ya, well it was sometime time ago then we put this other car on why then we changed the

Mrs.: Daddy get out the . . . look at both of them – here's the key that good for both of them – I'll look in the vault – if you find it holler.

Al: Fire places are nice, aren't they?

Mr.: Yal

Al: Where is Joseph Beedlow Agency, Mr. McClintock?

Mr.: Rock Creek.

Al: Oh I see. Of course you are entitled to have your

Mr.: Here is his address right up here.

Al: Oh yes I see Uh huh Box 52. Uh huh Ok.

Mrs.: Where did my . . . go?

Al: Well if you remember that and he was the adjuster, you said.

Mrs.: Yal I got that right here – I know that much.

Al: OK.

Mrs.: Let's see – that it a William C. Hengelbrook (unintelligible)

Al: Yes I see – OK

Mrs.: Here is these other informations you might possibly need

Al: Alright uh huh

Mrs.: I'll just have to think where on earth I could put them keys – I haven't had occasion to use that paper so long.

Al: Uh huh.

Mrs.: My God I'm even cleaning house again.

Al: Uh.

Mrs.: Might be right here in the desk.

Al: I don't know

Mrs.: You can't find anything with a policy in it.

Mrs.: (Not discernible)

Al: Mrs. McClintock, Carol had asked me to ask you folks to visit her tonight to talk with her, but Mr. McClintock thinks that she phoned you folks since then.

Mrs.: Yes she did.

Al: I see

Mrs.: She said tell you to go ahead with it.

Al: All right, fine. I'll certainly do that. I'll – you've got to find out then – alright – now the adjuster knows

Mrs.: Did you check through this one.

Mr.: Ya, but there ain't nothin in there.

Al: OK maybe I'll take a run right back up there. Not let me see. This adjuster would probably know where the car is – he's the one who told you where the car is.

Mr.: Ya – he's the one who said I have to send

Mrs.: That guy there Holbrook of whatever his name is – he's the one that come here and took care of the claim from Ashtabula. He's the one who went to the hospital to see my daughter.

Al: I see. Great OK

Mrs.: I don't know if he knows where the car is now.

Mr.: He's the one I had to send that there title to. He's the one that told me that they would pick the car up.

Al: Uh huh.

Mr.: So he should know where the car went. Because he's the one that give some order to remove it.

Al: Yes I would think so – uh huh – OK. I'll go up and get some pictures of it.

Mrs.: muffled.

Al: Well I'll tell you what Mr. McClintock, I'll write to the company and ask them that question. Don't bother looking anymore. I'll go right directly . . .

Mrs.: (Unintelligible) I know I must have put it someplace safe – but where?

Al: These drunk drivers they're really in a mess. I'll make these forms out Mrs. McClintock – I'll take these and I'll prepare them. We won't rely on that investigator.

Mrs.: Now the I don't know why this other guy said he told me he was going to phone me at 9:30 the supervisor at the hospital.

Al: I see.

Mrs.: He never called and I was right here all morning. That was last Saturday – he never called me.

Al: Ya – he probably has no intention to too.

Mrs.: I know he was upstairs and he said he wanted to see me downstairs and when I got downstairs and went to the credit desk – when I got down there – they said he wasn't there and he never got no message.

Al: I see.

Mrs.: And I went out in the hallway and low and behold if he didn't meet me out there. And that's when he told me them people didn't have a cent of nothing.

Al: I see.

Mrs.: And so they are just a young couple starting out and they didn't have a thing to their name.

Al: That's so often true. Ya and it's so tragic. Does Carol have a middle name?

Mrs.: Lynn L Y double N.

Al: OK

Mrs.: She's born January 13, 1956, anyway she's 18. (unintelligible)

Al: Uh huh 1956 – yal she's an adult – it's hard to believe, isn't it?

Mrs.: Yal.

Al: Gee I'm so saddened about this because she's such a pretty young lady.

Mrs.: Here is here graduation picture.

Al: Yes, I noticed, she's a very, very lovely.

Mrs.: Our twins are the two on each end and the one in the middle Beth and the short stop.

Al: Gee I didn't know there were that many in the family.

Mrs.: I have eight children.

Al: Wow – oh my God.

Mrs.: Now this claim – if you can get anything on it – will that all go to Carol or would that be divided up?

A': You mean uh.

Mrs.: Of the insurance

Al: Well, of course, for representing her I would get a third.

Mrs.: Yes, well I mean would she get the rest then.

Al: Yes she would get all the rest.

Mrs.: She could say well that's mine and we take care of her and everything and it don't make no difference Huh?

Al: Yes that's right. Is that bad? I mean do you are you hurt.

Mrs.: I mean I think if I have to take care of her for a month I mean 3 months or 6 months I should come into something. I mean I got to be worth something wouldn't you think.

Al: I certainly do – its not – I'm not saying that's its right you know Mrs. McClintock, I'm just pointing out that she is an adult and she asserts her own claim.

Mrs.: Yes that's right.

Al: Yes I agree its not right. But I think she's a good girl – she'll probably come through wouldn't she?

Mrs.: Your guess is as good as mine. This day you don't know what they're going to do.

Al: Uh huh, sure.

Mrs.: Well if you want to go up there and talk to the girl – she's home.

Al: Now I think you said its the third one up?

Mrs.: There are two colored people, its the third one up. Its a porch all the way around.

Al: Yes OK.

Mrs.: I don't know – you can tell them you're representing Carol. You can do whatever you want to do.

Al: Well OK I uh understand uh huh. I think the easiest thing for me to say to her is just very frankly that I am investigating the claim because I do represent her, and I have an interest in finding out her version of what happened, any observation that she might have made, any statements she might have made – I think it would be very fitting thing to ask her.

Mrs.: Yal

Al: Um hum sure.

Mrs.: Now – those cards there –

Al: Yes I'm going to give those all back to you, Mrs. McClintock. I've got my original papers and I'll take your accident reports or if you want those I'll leave them if you like – I'll take them though because I can start making them out a.

Mrs.: Do you need anything more over here?

Al: No I think not – I think I have it all.

Mrs.: You have the envelope and everything you need?

Al: Yes I think I have it over here. Yes. I'll give you back everything that's yours. Now.

Mrs.: They are very I mean different you can tell them what you like. Because this you know what to say being a Lawyer you're kind of used to this a.

Al: Yes that's true.

Mrs.: You have to be a little bit careful with them because they do do enough talkin

Al: I see uh huh, I see.

Mrs.: And a

Al: Ok and I'll be forewarned – I appreciate your letting me know.

Mrs.: Well – this is the only thing I can find – that a

Al: But that on the home now isn't it?

Mrs.: Uh hum.

Al: Yes.

Mrs.: We've got one besides

Al: Yes

Mrs.: Liability is only $5,000.00.

Al: Yes that's in case you hit somebody else.

Mrs.: Uh well this is on the home.

Al: Oh yes that's right – that's right on the home that's right. Well okay let's tell Mr. McClintock to stop and I'll see if I can get the information directly from the company and a.

Mrs.: Well in the meantime if I find anything I'll . . .

Al: Yes that would be good uh huh sure because I'd rather the company didn't know we can't locate it – I'd rather they didn't know that they might just all of a sudden come up with the brilliant idea that the policy doesn't exist. Of course, we obviously have the endorsement here and you have, your probably a cancelled check that you paid the premium on.

Mrs.: O yes indeed. Oh you mean the last one? I'm sure we have it right now.

Al: I know that's what the bill was – that's quite a bit. tock.

Mrs.: I just paid a hundred and twenty-seven dollars.

Al: I know that's what the bill was – that's quite a bit.

Mrs.: Isn't it?

Al: Ya it's a lot of . . .

Mrs.: I think that some days you ought to get something back. Here's another thing you being a lawyer and since you are already here I'm going to ask you another question.

Al: Sure go ahead.

Mrs.: We have had the insurance with those guys for years and years.. And we figured as long as we have the insurance policy with them that we . . . our boy and he could go on to it. Well what happens is that he was overseas in Japan and we had never had a claim with them except for the fire on my house in Thompson where it was over 15 years ago.

Al: Uh huh.

Mrs.: Well we had the oldest boy insured and when he came back in 1967 – but in the meantime – they cancelled him out of that insurance – he was not even in the United States.

Al: Now that was what – about three years ago wasn't it?

Mrs.: 1967.

Al: Oh it was five – six years ago.

Mrs.: Six years ago.

Al: Yal See that has been a sore point with a lot of people – in fact I personally had to contend with that problem Mrs. McClintock – I had a cancell out too. And some of those companies went on the idiotic rampage a long time ago just cancelling people out left and right.

Mrs.: Now we was also with Nationwide. And I wouldn't have them as no insurance for love nor money.

Al: No that's right – we've had problems with them too.

Mrs.: Lightning Rod Mutual.

Al: Hey now that might be it. Let's see number 28595?

Mrs.: Ya but . . .

Al: Well let's see that's the one but it's still only an endorsement – it's not the whole policy.

Mrs.: Well I don't ever remember getting anything.

Al: Well it was – it must have been way back quite a while – see it says it began in 1964 – see that's ten years ago. See the policy began way back and ever since then you've just been getting these endorsements you see. See what they do is.

Mrs.: That's a 65 chevy.

Al: Ya.

Mrs.: 72

Al: Uh hun yes well see what happens is you keep renewing it – that's right 72 this was a six month period here also I think and what you do is you bought an original policy and every 6th month you renew it you see – you pay the premium and that extends it.

Mrs.: I know that its around here.

Al: Oh I'm sure you have it – I'm sure you have it.

Mrs.: It's just a matter of finding it.

Al: That's all right ok.

Mrs.: If I'd known how much you were looking for it, I'd would have had it.

Al: Oh that's alright that's okay we'll take it from here. Its just that we want to be sure that we don't –

you see a lot of times when you are discussing a case sometimes its good not to hurry because uh sometimes the case develops a little bit. . . better you get more information as you wait. So what a lawyer does is he doesn't want to file a lawsuit too soon and so he takes his time. And he takes his time to evaluate the case and as more time goes by he can have a better opportunity to evaluate.

Mrs.: Now this insurance that I'm talking about uh Lightning Rod Mutual – they won't let neither one of our boys drive on it because one boy here the youngest one he's had two accidents and they've had to pay for them. One of them was his fault due to a storm.

Al: Uh huh. I see.

Mrs.: And it was foggy and he hit across a thing and another one he hit up her on a – no – I think we paid for that – or he did – where he hit the abuttment hole.

Al: Where was it up there 86?

Mrs.: No its up there at Chardon some place. My husband knows where it is. Anyway we took care of that one I believe and the next one the girl grabbed the wheel and they hit a car or a tree and tore up some shrubbery in the yard there and he demolished our new compact car we had a little vw and so.

Al: I'm going to give you one of my cards too so that if you have to contact me of course, I'm in the book but I have a Cleveland number too, see I'm in an office in the Standard Building in Cleveland.

Mrs.: Oh

Al: Uh huh.

Mrs.: Did you know either of those guys that I just told you about?

Al: No I didn't Mrs., no I didn't.

Mrs.: Well that Brown, he's known far and wide down there, I was surprised – I thought you knew him.

Al: No I didn't – well there are 4,000 lawyers in Cleveland.

Mrs.: Oh ha ha ha, no wonder you didn't know him.

Al: Yal there are 4,000 listed in the phone book. Well shall we tell Mr. McClintock that – let it go for the present?

Mrs.: Well he'll be just like me and keep right on looking.

Al: OK well alright.

Transcription of taped conversation
of ALBERT OHRALIK and WANDA LOU
HOLBERT on 13 February 1974*

Transcription of taped
conversation of ALBERT OHRALIK and
WANDA LOU HOLBERT on 13 February 1974*

A.O. We . . . ah they asked me to go and talk with Carol. They said that this drunk didn't have any insurance. No! Well it's not that bad, see . . . Of course they've hired me as their lawyer. I'm Carol's lawyer now.

W.H. Unh huh.

A.O. And we've checked the insurance policy. I've looked at the insurance policy and we find that there is what we call Uninsured Motorist that means this, . . . let me explain. Its kind of complicated. You see, when a person has a car and wants to be safe and make sure that no one sues him if he has an accident he buys a policy of insurance. All right? Now you can have a lot of coverages in insurance. You can say if I hit another person I hurt him my insurance co. will pay. Then they have a policy that says we damage my own car. If we damage my own car we'll pay – my own insurance company will reimburse me for the car's damage less maybe $100.00 deductible. Or something like that. Then we have a collision coverage like maybe an

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*The two individuals are identified in the transcribed conversations as follows:

"A.O." – Albert Ohralik
"W.H." – Wanda Lou Holbert

object falls off a building and ruins a car we cover that. You see, that is collision (sic) coverage.

W.H. Uh Huh

A.O. Then there is a policy that is kind of new. Its about 4–5 years old. And they call it uninsured Motorist. That is what they call it. Now when someone buys a policy like McCLINTOCKS bought a policy that says Uninsured Motorist Coverage. Now if the person who hurts them doesn't have insurance they can go against their own company. And this – They can go against their own company for up to $12,500.00, so we have a good claim, see, for up to $12,500.00, . . . in fact you have too, you know.

W.H. I do?

A.O. Ya, you have a claim you can for money up to $12,500. So there is a little tip I'm telling you.

And . . . so, how old are you Wanda?

W.H. 18

A.O. Oh, you are? Ha Ha, well your an adult now. Very good. So now lets see, about this accident, what happened? You had been to a dance, I guess.

W.H. Yal

A.O. Unh Huh. And you were on your way home. It was about 2 o'clock in the morning. Then this . . . I took a ride out there, and I took some pictures. Its Girdled Road and Route 44, isn't it?

W.H. Ya

A.O. And I kind of sized it up. Its sort of . . . its not a divided highway at that point anymore, so as Carol was approaching Girdled Road, I think, this fellow came across the road, didn't he?

W.H. You know, I don't know because I hit my head on the dash and . . .

A.O. Unh Huh

W.H. I didn't even know who my own brother was.

A.O. Wow.

W.H. And I didn't even know where I was for 2 days.

A.O. I can believe it.

W.H. And the last thing I remember is leaving.

A.O. I see. So actually you know less than Carol does.

W.H. Yea. HA HA.

A.O. Are you going to file a claim on this, or . . .

W.H. I, ha, ha, ha, really don't know what's going on.

A.O. Well, I could easily represent you as her if you want. I would be very happy to. What I do is, see it doesn't cost you anything. Just . . . anything we recover I get a third of it, see?

W.H. Unh Huh

A.O. If we get $3,000, I'd get one thousand, you'd get 2 thousand. And I could represent you just as well as them. See, its the same kind of case – it's the same case. So, all you'd have to do is tell me it is O.K., and I would, I would represent you, if you want.

W.H. O.K.

A.O. O.K.?

W.H. Unh Huh!

A.O. And, let's see, we ought to get some information, Wanda, you address is what?

W.H. My last name is spelled H O L B E R T

A.O. Oh I'm sorry H O A L B E R T. Do you have a middle name, Wanda?

W.H. Wanda Lou

A.O. Lou, unh huh Lou, o.k. You're 18 years old. That's good. You're now an adult

W.H. Unh huh

A.O. Your injuries are pelvis broken, ribs . . .

W.H. Cracked ribs

A.O. Left side, is it?

A.H. Yal

A.O. I see. Where is Dad and Mom?

W.H. My father is dead. My mom went to the hospital. (unintelligible).

A.O. Oh my gosh, that's another matter, isn't it? You know, you and I used to chat with one another at the Post Office, didn't we?

W.H. Yep (chuckle)

A.O. Ya, you're very pretty, by gosh. We have an awful lot of pretty, young ladies here in Montville, By Golly. You have to excuse that. I've never been married. That's why I notice beautiful young ladies, you see, unh huh, O.K. W A N D A L O U H O L B E R T. And of course you just recently got out of school, didn't you?

W.H. Right. I attend night school

A.O. I see. Alright . . .

W.H. And I work during the day

A.O. Oh yes, were you employed at the time of the accident?

W.H. Yes

A.O. Where?

W.H. Heatherhill Nursing Home

A.O. Oh, I see. That's in Kirtland, isn't it?

W.H. It's in Charden on Bass Lake Road.

A.O. Oh yes, yes, yes they used to call it Eldercare

W.H. Yes

A.O. Yes I had a cleint over there too (Wanda chuckles). A black lady was one of my clients over there.

W.H. Unh huh

A.O. 2 years ago. It's a nice place, isn't it?

W.H. Yea

A.O. Yes

W.H. We'll miss it.

A.O. I can imagine. Yes. Well you see you can also claim for loss of earnings, you see, so how much did they pay you there?

W.H. $1.85

A.O. Unh huh. And how many hours a week?

W.H. I worked 30 hours a week.

A.O. Unh huh. so O.K. so now you won't be able to go to work for quite a while?

W.H. Unh huh, ya'll. No (chuckle)

A.O. Who paid the bills up there? I guess it was on Mr. McClintock's policy, the medical pay bill up there. How much was the bill, do you know, up there at the hospital?

W.H. They gave my mom this, see look.

A.O. Oh

W.H. That shows she even signed it without me even seeing it.

A.O. I see

W.H. And so you know I don't really know what's going on.

A.O. Don't get up. Don't get up. We'll get that some time.

W.H. Oh that's O.K. You know I'm glad to be out of there. I can at least walk when I want to.

A.O. Well that's true. I'd be helpful if I could (she chuckles).

W.H. Well (unintelligible).

A.O. O.K. Oh, somebody drove in. Is that Mom?

W.H. No

A.O. Maybe it's an insurance adjuster.

W.H. Come on in.

A.O. By the way, don't talk to any adjusters if anything, now that I am representing you. Don't ever talk to any adjusters. Don't say anything. Tell them you have a lawyer. I'm going to give you one of my cards (conversation with person at the door) March of dimes. Wanda just got out of hospital. Stranger – How do you feel?

A.O. Oh, I see. Well, I'll tell you what we'll do with this. We'll send it to the insurance company. And tell them that there is this bill outstanding so that . . . see now what happened here.

W.H. Well see, there's a lot of stuff on there that I don't really understand. I told my mom to . . . let my brother see it before signing it.

A.O. Sure, sure.

W.H. All I know

A.O. That was today, too, wasn't it?

W.H. Ya.

A.O. See, ja, that's right . . . especially when you are on your way out you don't have to sign anything for them. They try to brow beat you. When you are on your way in it's rough because if you don't sign they won't take you in. That's bad. But once the whole thing is over I wouldn't sign anything. But anyway . . . see, what this is is a cognovit note. This is a promissory note of a kind, and what it says in effect is that if you don't make the payments as you had agreed to – its $50.00, $50 a month.

W.H. Unh huh

A.O. If you don't make the payments, they can sue you without your even knowing about it. That's what it says. Then they'll win the law suit and then they can garnishee your wages or whatever.

W.H. Unh huh

A.O. And that's what . . . I'll tell you what. I wouldn't feel too worried about this for this reason (phone bell rings). Shall I get it? I thought I heard someone. So anyway, I think that this shouldn't be too much of a problem because the insurance policy on their car pays up to $1,000.00 on medical payments, so this shouldn't be too hard. I agree with you that your mother should not have signed it. But be that as it may, I believe that it is a legitimate charge and probably is not unreasonable, and maybe it isn't too awfully bad. I'd sure like to

have a copy of this, but we better not let me have it until your mother knows that (unintelligible). Alright let's go over this once more. Let me give you one of my cards. I have a Cleveland office in the Standard Building, and this is in Montville. O.K. now remember I'm your lawyer now, so if anyone talks to you and he wants to discuss anything or sign anything, thta's out, you have a lawyer. Tell

sign anything, that's out, you have a lawyer. Tell him who I am. Tell anyone who wants to know who I am. Say this is my lawyer and I'll take care of everything. Alright it was 30 hours a week. How long did you work there, Wanda?

W.H. I can't really remember when I started, but it's been about 2½ months.

A.O. Unh huh. O.K. I thought I mentioned this. But you wouldn't have to pay me anything for this, but when we collect, I'd get a third, and you would get two thirds. see? So that you don't have to worry if we lost everything. You wouldn't owe me, but I feel positive we're going to get some money out of this. I feel positive that we'll come through pretty good. Now, another thing is I would like to have taken some pictures of you but I don't have any flash bulbs with me. I left them at home. I'd sure like to get some snap shots of you (she chuckles) on your crutches. You didn't hurt your head or anything? – of bump it?

W.H. No – I hit my head, I had a bandage across my head. It was all cut up, but it is pretty well healed now.

A.O. I see

W.H. I guess that's why I knew I couldn't remember anything. (Unintell.)

A.O. I must say, you are a very pretty young lady (she chuckles). My gosh. Were you in the same room with Carol?

W.H. Yes

A.O. Oh, that worked out good.

W.H. Unh huh

A.O. Unh huh o.k. Where do you go to night school?

W.H. Harvey.

A.O. Well, good for you. You're not a high school graduate?

W.H. No. See, you know, I need only 1-2 credits to graduate. (Unintell).

A.O. I see. Very good. It's much to your credit. You should be proud of yourself (she chuckles). O.K. What I'm going to do now, Wanda, is I'm going to make up some forms, and they're going to be your authority for me to get your hospital records. See, the hospital won't give me a record unless, it will give it to you because it involves you, but the hospital doesn't know who I am. So if you make an affidavit, a sworn statement – authorizing the hospital to let me have the record. I'll have to go get them. I'll have to buy them. When we get them, they'll explain in there all of things that happened to you. – By the way, who is your doctor there?

W.H. Schultz

A.O. Oh, he also, huh?

W.H. Yeah

A.O. And any others?

W.H. No.

A.O. Unh huh. Let's see, you were there from the second of February 'til today (13 February 1974).

W.H. Unh huh. (unintelligible. she chuckles)

A.O. Was it noon today you came out?

W.H. A little before noon – 11:30

A.O. Unh huh. I had a trial Monday – 2 days ago in Chardon. Sort of involved in an automobile accident case (unintell). A lady was hit from the rear. But it was nowhere near like yours (chuckle). In their case the insurance co. did not want to pay, because they said it only dented the license plates, and couldn't get hurt very bad if that's all the harder the cars hit.

W.H. Yea

A.O. Well the lady says her neck was bothering her, so we make a big battle of it. And then we finally settled the case so that she paid all of her bills, and probably had some money left. O.K. so let's see. What's your birthday Wanda?

W.H. Aug 31, (chuckle) 1953, (unintell).

A.O. Now you can vote, too.

W.H. Yeah (chuckle)

A.O. No big deal, huh, (she chuckles). I ought to be running for office, then you could . . . well OK then I'll prepare some documents so that it'll give me all the authority to go ahead. And then, like I say, if anyone talks to you, don't have anything to do with anybody especially any kind of adjuster whatever, and keep away from them. Now, what did the Dr. say about your recover? Did he say ?could/will? recovery fully, that you are O.K.?

W.H. Yea (unintelligible).

A.O. I see.

W.H. I as far as – I go back to see him in 2 weeks.

A.O. Unh huh. On crutches 3 weeks?

W.H. Yes

A.O. Well I'm a little bit disappointed. Now your mother went – of course you wouldn't know about – I think this, of course, is most discouraging seeing what they signed her up for.

W.H. Yea

A.O. I think it's awfully bad, and I think she felt terrible too. Does your ma work? (unintelligible)

W.H. Unh huh. She just gets welfare payments.

W.H. She just gets welfare payments. (unintell)

A.O. Where does she get money to live?

W.H. My dad. Lot of back pay, social security.

A.O. Did your dad die?

W.H. Ya.

A.O. How long ago?

W.H. July 62, about 4 years.

A.O. Possibly 1970? o.k. now let's see he was a soldier I guess.

W.H. Yea

A.O. Unh huh. [Unintelligible]

And your mother's name?

W.H. Marie.

A.O. Oh that's right, Marie Holbert. I feel quite confident that we should get some money. I don't know.

You like to be optimistic, and get all that you can. And, but I feel quite strongly it ought to be taken care of. There are more people at the door. Well, so, O.K. I'll tell you what, Wanda, this is it for the present. I'll prepare some documents. And we can take care of them tonight (going to school tonight).

Oh that's right. Good for you (chuckle) good for you. You'll have to be driven –

W.H. No, my boy friend.

A.O. O.K. Can I see you in the morning?

W.H. I'm so used to getting up at seven o'clock

A.O. Why don't I see you at tomorrow morning, then?

W.H. O.K.

A.O. And that'll be all for now. I'll take care of everything. Don't talk to anyone. Because if anyone comes along to sign anything, or wants to take – nope, nope, just tell him nothing doing. I have a lawyer on the case. O.K.?

W.H. O.K.

A.O. Yes. I talked to her this morning in the hospital, and I think your brother was there was it.

W.H. My sister-in-law and –

A.O. Oh that's right. I was going to take pictures there but I was waiting for them to leave. I didn't want them to see me. I was sitting around waiting for them to leave. I don't know if they noticed that. I had a camera in my pocket. When they left I took about 8 pictures of Carol and all of the traction. Did they put you in traction?

W.H. No. I was just in bed (chuckle).

A.O. By the way, does it hurt bad now?

W.H. Well, I still have the pain, but it's not as bad as it was before in the hips.

A.O. How about your head?

W.H. No. I get headaches once in the while –

A.O. Probably is O.K. Yes, this disturbed me, but I don't think that there will be too much problem. Oh, that's right. You'll have to go see the doctor some more, won't you?

W.H. Yea

A.O. Oh yea, you don't know how much the bill will be for the doctor. This is only the hospital.

W.H. Yeh (ring)

A.O. Well, we're going to work on getting you a recovery. Ah, like I say we have twelve thousand.

[Conversation ceases.]